



In the Family Court No: KT18D00001
sitting at Kingston Upon Thames Family Court

[The Matrimonial Causes Act 1973] /
[The Civil Partnership Act 2004] /
[The Child Support Act 1991] /
[The Inheritance (Provision for Family and Dependents) Act 1975]

The Marriage of John Smith and Jane Smith

After hearing **John Smith & Jane Smith**

After consideration of the documents lodged by the parties


**ORDER MADE BY DISTRICT JUDGE KING ON 7 JULY 2018 SITTING IN
OPEN COURT**

**WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE
HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO
PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.**

The parties

1. The applicant is John Smith
The respondent is Jane Smith

Definitions

2. Children of the Family
The “children of the family” are:
N/A 
3. Family Home
The “family home” shall mean 7 Garrison Lane, Kingston, Surrey KT6 7GH
registered at the Land Registry with title number 123456
4. Other properties
N/A
5. Mortgages

- a. "The Smith mortgage" shall mean the mortgage secured upon 7 Garrison Lane, Kingston, Surrey KT6 7GH in favour of Santander
6. "The net proceeds of sale" shall mean the actual sale price of the property concerned (including any sum paid for fixtures and fittings) less the amount outstanding on the mortgage, the solicitors' conveyancing costs, estate agents' costs and any other costs in connection with the sale which have been agreed by the parties.
7. Life insurance policies
 - a. "The Smith policy" shall mean the policy or policies issued by Direct Line and numbered 567890
8. Bank accounts
 - a. "The Nationwide bank account" shall mean the account in the John Smith with Nationwide with account number 96063659 and sort code 08-07-25;
 - b. "The Nationwide bank account" shall mean the account in the Jane Smith with Nationwide, with account number 98745650 and sort code 08-32-12
9. "The bank accounts" shall mean the following:
 - a. the account in the John Smith with Nationwide, with account number 96063659 and sort code 08-07-25;
 - b. the account in the Jane Smith with Nationwide with account number 98745650 and sort code 08-32-12;
10. "The joint bank accounts" shall mean the following:
 - a. the account in the parties' joint names with Nationwide, with account number 96078967 and sort code 45-32-98;
 - b. the account in the parties' joint names with Nationwide, with account number 96078967 and sort code 45-32-98;
11. "CMS" shall mean the Child Support Agency, the Child Maintenance Enforcement Commission, the Child Maintenance Service or such other state appointed agency operating within the United Kingdom as may from time to time replace any of them.
12. "CMS calculation" shall mean the assessment or calculation or periodic demand by the CMS.
13. Pensions
 - a. "Pension H" shall mean the pension arrangement/plan held by John Smith with Nuvos with reference number 123456;

- b. "Pension G" shall mean the pension plan held by John Smith with Nuvos with reference number 123456;
- 14. "The pension arrangements" shall mean the following:
 - a. the pension plan held by John Smith with with Nuvos with reference number 123456;
 - b. the pension plan held by John Smith with with Nuvos with reference number 123456;
 - c.
- 15. "PPF" shall mean the Pension Protection Fund.
- 16. "PRPA" shall mean the person responsible for the pension arrangement.

Recitals

- 17. **(IN THE CASE OF AN ORDER MADE FOLLOWING THE GIVING OF SHORT INFORMAL NOTICE)**
 This order was made at a hearing without full notice having been given to the respondent. The reason why the order was made without full notice having been given to the respondent was 30 June 2018.

Arbitration award recital

- 18.
 - a. The documents lodged in relation to this application include the parties' arbitration agreement (Form ARB1), their Form[s] D81, a copy of the arbitrator's award, and a draft of the order which the court is requested to make.
 [By their Form ARB1FS the parties agreed to refer to arbitration the issues described in it which include some or all of the financial remedies for which applications are pending in this court. The issues were referred to [arbitrator name] under the IFLA scheme, who made an arbitral award on [date]. The parties have invited the court to make an order in agreed terms, which reflects the arbitrator's award.]

Mediation recital

- 19. The parties attended mediation with Mediator X. They have now invited the court to make this order in agreed terms, reflecting the agreement reached at mediation.

Collaborative recital

- 20.
 - a. The parties agree and acknowledge that their respective solicitors have placed themselves on the court record for the sole purpose of

representation in respect of undefended divorce proceedings; the taking of all steps as may be necessary to seek the approval of the court to the agreed terms; to secure their incorporation into a consent order; and where necessary to implement the terms of the consent order. In the event of any subsequent dispute arising from the proceedings, the parties agree that their solicitors shall be immediately removed from the court record.

- b. On 2 July 2018 the parties attended a final meeting held under the collaborative family law process at which the terms set out in this order were agreed and recorded and in respect of which the parties acknowledge that they both had independent legal advice.

Introductory recital

- 21. The parties agree that the terms set out in this order are accepted in full and final satisfaction of:
 - a. All claims for income;
 - b. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
 - c. All claims in respect of each other's pensions;
 - d. All claims in respect of the contents of 7 Garrison Lane, Kingston, Surrey KT6 7GH and personal belongings including but not limited to furniture, art work, jewellery and motor vehicles;
 - e. All claims in respect of legal costs including those of the divorce/dissolution proceedings;
 - f. All claims against each other's estate on death;
 - g. All other claims of any nature which one may have against the other as a result of their marriage/civil partnership howsoever arising either in England and Wales or in any other jurisdiction

Declarations

General Agreements / Declarations

- 22. The parties agree that neither of them has any legal or equitable interest in the property or assets currently in the sole name or possession of the other, and neither of them has any liability for the debts of the other, except as provided for in this order.
- 23. The parties agree that neither of them shall institute proceedings against the other under [the Married Women's Property Act 1882] / [the Law of Property Act 1925] / [the Trusts of Land and Appointment of Trustees Act 1996].
- 24. The parties agree that the contents of 7 Garrison Lane, Kingston, Surrey KT6 7GH known as shall remain the absolute property of the person in whose possession they now are 12 attached to this order. The applicant agrees to give

the respondent access to 7 Garrison Lane, Kingston, Surrey KT6 7GH to collect such items on receiving 20 days' notice from him wish to do so.

Declaration regarding lump sum order(s)

25. The parties agree and declare that the lump sum order set out in paragraph 2 below should be considered to be a lump sum order payable by instalments.

Declaration as to true presentation of assets

- 26.
- a. The applicant declares that he signed as true the attached Statement of Information for a Consent Order at the same time as signing this order; and
 - b. The applicant undertakes that should there be any material changes to the Statement of Information between the date of signing this order and the date upon which this order shall take effect, he shall notify the respondent in writing of such changes within five working days of learning of them.

Declaration as to solvency

- 27.
- a. The applicant declares that he is solvent as at the date of his signing this order in that: (i) he is able to pay his debts as they fall due; and (ii) the value of his assets equals or exceeds the amount of his liabilities, including contingent and prospective liabilities;
 - b. The applicant declares that he signed as true the attached Statement of Information for a Consent Order at the same time as signing this order; and
 - c. The applicant undertakes that should there be any material changes to the Statement of Information between the date of his signing this order and the date upon which this order shall take effect, he shall notify the respondent in writing of such changes within five working days of learning of them.

Declaration of intention not to seek a variation of a periodical payments order

28. The respondent declares that it is not their intention to seek an increase of the order for periodical payments at paragraph 4 below for themselves for a period of at least 5 years from the date of this order. For so long as the [respondent does not earn in excess of £50,000 gross per annum.

Declaration of intention not to seek a variation of a periodical payments order

29. The applicant declares that it is not their intention to seek a decrease of the order for periodical payments at paragraph 7 below in favour of the respondent for a period of at least 10 years from the date of this order.

Declaration of intention to limit claims under the Inheritance (Provision for Family and Dependents) Act 1975

30. The applicant acknowledges that, if the respondent predeceases him, any claim that he may make against the respondent's estate under the Inheritance (Provision for Family and Dependents) Act 1975 shall be limited to seeking a sum to compensate them for the loss of the periodical payments the applicant was ordered to pay them at paragraph 12 below for themselves.

Declaration of intention not to apply to the CMS

31. Although the parties accept that the jurisdiction of the CMS cannot be excluded for more than one year, neither party has any intention of applying to the CMS for a CMS calculation in substitution of the periodical payments payable under paragraph 20 below.

Declaration of interim payments made by the [respondent] / [applicant] intended to count against CMS arrears

32. The parties declare that the respondent has made payments totalling £20,000 to the applicant, that they intend that those payments should count towards the arrears of maintenance due under the CMS calculation, and that they shall take all reasonable steps to ensure that the CMS takes these payments into account when calculating the arrears of maintenance due under that calculation.

Undertakings to the court

You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court. If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you-

- (a) have, or have had since the date of your undertaking, the means to pay the sum; and**
(b) have refused or neglected, or are refusing or neglecting, to pay that sum.

I understand the undertakings that I have given, and that if I break any of my promises to the court I may be sent to prison for contempt of court.

John Smith _____

Jane Smith _____

Undertaking to stand as guarantor

33.
a. The **applicant** shall stand as guarantor in relation to the mortgage secured upon *[family home address] / [other property address]* in favour of

[company] [for a term of [number] years]] / [The [applicant] / [respondent] shall, [if and only if it shall be necessary to enable the [respondent] / [applicant] to obtain borrowing on reasonable terms], guarantee a mortgage of up to £[amount] to be taken out by the [respondent] / [applicant] on [his] / [her] purchase of [property] or such property [within England and Wales] as [he] / [she] shall [within one year of the date of this order offer to] purchase as [his] / [her] principal residence provided that, if the [respondent] / [applicant] shall default in making any of the payments due under the mortgage and the [applicant] / [respondent] shall be called upon to make any payments under the guarantee, the [respondent] / [applicant] shall indemnify [him] / [her] in respect of that liability and any consequential interest or charges [and shall repay the sum due immediately upon written request from the [respondent] / [applicant] and in default of such a payment the [respondent] / [applicant] shall be entitled to deduct the same from the periodical payments due to the [applicant] / [respondent] under the terms of this order.]]

- b. The [respondent] / [applicant] shall forthwith [in the event of [her] / [his] remarriage] [or in the event that [she] / [he] shall have cohabited with another person [for a [continuous] period of more than [period] / [for a period of [number] months in any [number] month period]] take all such steps as shall be necessary to procure the release of the [applicant] / [respondent] from all liability under the guarantee.

Undertaking to discharge liabilities

34. The [applicant] / [respondent] shall discharge as when each payment becomes due, be solely responsible for and in any event indemnify the [respondent] / [applicant] against:

- a. the premiums in respect of the [policy] / [endowment policy] / [pension policy] with [company] numbered [policy number];
- b. the [monthly] repayments to [company] in respect of the hire purchase agreement with them numbered [agreement number] in respect of the [family car] / [car make and model] with registration number [reg. number];
- c. the [monthly] repayments to [company] in respect of the loan agreement with them numbered [agreement number] in respect of [insert];
- d. [etc].

The payments shall start on [date] and shall end on the first to occur of:

- i. [date];
- ii. the sale of the family home;
- iii. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his] / [her] / [their] full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding]

- a gap year], or [permanently] ceasing to live with the [applicant] / [respondent], whichever is the later;
- iv. the [respondent's] / [applicant's] remarriage;
- v. the death of either party;
- vi. the retirement of the [applicant] / [respondent]; or
- vii. a court order discharging this obligation.

(AS APPROPRIATE)

Undertaking to discharge arrears

35. The [applicant] / [respondent] shall discharge by [date], be solely responsible for and in any event indemnify the [respondent] / [applicant] against:
- a. the arrears which have accrued in respect of the [policy] / [endowment policy] / [pension policy] with [company] numbered [policy number];
 - b. the arrears which have accrued in respect of the hire purchase agreement with [company] numbered [agreement number] in respect of the [car make and model] with registration number [reg. number];
 - c. the arrears which have accrued in respect of the loan agreement with [company] numbered [agreement number] in respect of [insert];
 - d. [etc].

Undertaking to use best endeavours to secure release from liabilities

36. The [applicant] / [respondent] shall use [his] / [her] best endeavours to obtain the consent of each creditor to release the [respondent] / [applicant] from any liability in respect of the following:
- a. the hire purchase agreement with [company] numbered [agreement number] in respect of the [family car] / [car make and model] with registration number [reg. number];
 - b. the loan agreement with [company] numbered [agreement number] in respect of [insert];
 - c. [etc].

Undertaking to mitigate capital gains tax liability

37. The [applicant] / [respondent] shall take the following steps to mitigate any liability for capital gains tax or any other tax consequent upon the implementation of paragraph[s] [para number] of this order:
- a. [set out as appropriate];

Undertaking to maintain medical insurance cover

- 38.
- a. The [applicant] / [respondent] shall maintain the existing medical insurance cover, including paying promptly any premiums due, with [company] or any successor company for the [applicant] / [respondent] [until [he] / [she] shall remarry] / [for so long as the order for periodical payments at paragraph [para number] below in the [applicant's] /

[respondent's] favour shall subsist] and/or for the child[ren] of the family [until [he] / [she] / [they] shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph [para number] below in respect of [him] / [her] / [them] shall subsist] at [*scale of cover* (E.G. AT THE SAME LEVEL OF COVER AS CURRENTLY PROVIDED)].

- b. If the [applicant] / [respondent] and/or the child[ren] of the family cannot remain part of the existing medical insurance cover, the [respondent] / [applicant] shall pay for separate medical insurance cover with [the same insurance company] / [a reputable United Kingdom insurance company] for the [applicant] / [respondent] [until [he] / [she] shall remarry] / [for so long as the order for periodical payments at paragraph [para number] below in the [applicant's] / [respondent's] favour shall subsist] [and] / [or] for the child[ren] of the family [until they shall respectively attain the age of 18 or cease their full-time secondary education] / [for so long as the order for periodical payments at paragraph [para number] below in respect of them shall subsist] at [*specify scale of cover* (E.G. AT THE SAME LEVEL OF COVER CURRENTLY PROVIDED)].
- c. The [respondent] / [applicant] shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of this order that this medical insurance cover is in place, and shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of renewal each year that this medical insurance cover remains in place.
- d. When the order for periodical payments at paragraph [para number] below in the [applicant's] / [respondent's] favour comes to an end such that the [respondent] / [applicant] is no longer obliged to provide medical insurance cover for the [applicant] / [respondent] [and] / [or] when the child[ren] of the family [[respectively] attain the age of 18 or cease their full-time secondary education] / [when the order for periodical payments at paragraph [para number] below in respect of the child[ren] of the family comes to an end] such that the [respondent] / [applicant] is no longer obliged to provide medical insurance cover for [him] / [her] / [them], the [respondent] / [applicant] shall use [his] / [her] best endeavours to ensure that the [applicant] / [respondent] is able to take over the medical insurance cover at [her] / [his] own cost should [she] / [he] wish to do so.

Undertaking to maintain medical insurance cover with employers

39.

- a. The [respondent] / [applicant] shall ensure that the [applicant] / [respondent] and/or the child[ren] of the family are covered by such medical insurance scheme as [his] / [her] employers shall from time to time arrange [until the [applicant] / [respondent] shall remarry] / [for so long as the order for periodical payments at paragraph [para number]

below in the [applicant's] / [respondent's] favour shall subsist] [and] / [or] [until the child[ren] of the family shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *[para number]* below in respect of [him] / [her] / [them] / [the child[ren] of the family] shall subsist] at [*specify scale of cover (E.G. AT THE SAME LEVEL OF COVER CURRENTLY PROVIDED)*] [provided that such cover shall be at no cost to the [respondent] / [applicant], save for any additional charge to income tax].

- b. If the [respondent] / [applicant] leaves [*name of employer*] but has the benefit of medical insurance in [his] / [her] new employment, the [respondent] / [applicant] shall use [his] / [her] best endeavours to ensure that the [applicant] / [respondent] and/or the child[ren] of the family are covered by such medical insurance scheme as [his] / [her] new employers shall from time to time arrange [until the [applicant] / [respondent] shall remarry] / [for so long as the order for periodical payments at paragraph *[para number]* below in the [applicant's] / [respondent's] favour shall subsist] and/or [until the child[ren] of the family shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *[para number]* below in respect of [him] / [her] / [them] shall subsist] at [*specify scale of cover (E.G. AT THE SAME LEVEL OF COVER CURRENTLY PROVIDED)*] [provided that such cover shall be at no cost to the [respondent] / [applicant], save for any additional charge to income tax].
- c. If the [applicant] / [respondent] and/or the child[ren] of the family cannot remain part of the existing medical insurance cover, the [respondent] / [applicant] shall pay for separate medical insurance cover with a reputable United Kingdom insurance company for the [applicant] / [respondent] [until [he] / [she] shall remarry] / [for so long as the order for periodical payments at paragraph *[para number]* below in the [applicant's] / [respondent's] favour shall subsist] and/or for the child[ren] of the family [until [he] / [she] / [they] shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *[para number]* below [him] / [her] / [them] shall subsist] at [*specify scale of cover (E.G. AT THE SAME LEVEL OF COVER CURRENTLY PROVIDED)*].
- d. The [respondent] / [applicant] shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of this order that this medical insurance cover is in place, and shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of renewal each year that this medical insurance cover remains in place.
- e. When the order for periodical payments at paragraph *[para number]* below in the [applicant's] / [respondent's] favour comes to an end such that the [respondent] / [applicant] is no longer obliged to provide medical

insurance cover for the [applicant] / [respondent] [and] / [or] when the child[ren] of the family [[respectively] attain the age of 18 or cease their full-time secondary education] / [when the order for periodical payments at paragraph [para number] below in respect of the child[ren] of the family comes to an end] such that the [respondent] / [applicant] is no longer obliged to provide medical insurance cover for [him] / [her] / [them], the [respondent] / [applicant] shall use [his] / [her] best endeavours to ensure that the [applicant] / [respondent] is able to take over the medical insurance cover at [her] / [his] own cost should [she] / [he] wish to do so.

Undertaking to pay for medical insurance cover

40.

- a. The [respondent] / [applicant] shall pay for medical insurance cover with a reputable United Kingdom insurance company for the [applicant] / [respondent] [until [he] / [she] shall remarry] / [for so long as the order for periodical payments at paragraph [para number] below in the [applicant's] / [respondent's] favour shall subsist] and/or for the child[ren] of the family [until [he] / [she] / [they] shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph [para number] below in respect of [him] / [her] / [them] shall subsist] at [*specify scale of cover*].
- b. The [respondent] / [applicant] shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of this order that this medical insurance cover is in place, and shall provide the [applicant] / [respondent] with written evidence within 14 days of the date of renewal each year that this medical insurance cover remains in place.
- c. When the order for periodical payments at paragraph [para number] below in the [applicant's] / [respondent's] favour comes to an end such that the [respondent] / [applicant] is no longer obliged to provide medical insurance cover for the [applicant] / [respondent] [and] / [or] when the child[ren] of the family [[respectively] attain the age of 18 or cease their full-time secondary education] / [when the order for periodical payments at paragraph [para number] below in respect of the child[ren] of the family comes to an end] such that the [respondent] / [applicant] is no longer obliged to provide medical insurance cover for [him] / [her] / [them], the [respondent] / [applicant] shall use [his] / [her] best endeavours to ensure that the [applicant] / [respondent] is able to take over the medical insurance cover at [her] / [his] own cost should [she] / [he] wish to do so.

Undertaking to take out and maintain a life assurance policy

41.

- a. The [respondent] / [applicant] shall [forthwith] / [by [time] on the date [number] days from the date of this order] [use [his] / [her] best endeavours to] take out with [company] / [a reputable United Kingdom insurance company] a policy of assurance on [his] / [her] life in the sum of [amount] [[with] / [without] profits] [for a term of [number] years] / [for the whole of [his] / [her] life] / [to mature on [date]] for the benefit of the [applicant] / [respondent] and/or the child[ren] of the family, [for the duration of the subsistence of the order[s] for periodical payments at paragraph [para number] below in respect of [the applicant] / [respondent] [and] / [or] the child[ren] of the family] in the sum of [amount] [with profits] / [without profits] / [in the sum of £[amount] [reducing on a straight line basis by annual increments to £0 by the end of the term] / [in such sum as shall pay out £[amount] per annum, [RPI] / [CPI]-index-linked, from the date of [his] / [her] death until the cessation of the order for periodical payments at paragraph [para number] below in respect of the [applicant] / [respondent] [and] / [or] the child[ren] of the family], and shall provide the [applicant] / [respondent] with written evidence that [he] / [she] has done so.
- b. The [respondent] / [applicant] shall promptly pay all premiums due and take all necessary steps to ensure that the policy shall remain in full force, [until the [applicant's] / [respondent's] death or remarriage, whichever shall be the earlier] / [for so long as the order for periodical payments at paragraph [para number] below in the [applicant's] / [respondent's] favour shall subsist] [and] / [or] [until the child[ren] of the family shall [respectively] attain the age of 18 or cease [his] / [her] / [their] full-time secondary education] / [for so long as the order for periodical payments at paragraph [para number] below in respect of the child[ren] of the family shall subsist], and shall provide the [applicant] / [respondent] with written evidence that [he] / [she] has done so if [he] / [she] requests it; **(IN THE CASE, FOR EXAMPLE OF A POLICY CAPABLE OF ACQUIRING A SURRENDER VALUE)** [the applicant and the respondent having agreed that all of the benefits under the policy shall be paid to the [applicant] / [respondent] and/or the child[ren] of the family [or the [applicant's] / [respondent's] estate] and that the [respondent] / [applicant] shall have no beneficial interest in the policy or its proceeds at any time, [except that if the [applicant] / [respondent] remarries or predeceases the [respondent] / [applicant], the [respondent] / [applicant] [and] / [or] the child[ren] of the family shall be entitled to all of the benefits under the policy].

Undertaking to take out and assign a life assurance policy

42. The [respondent] / [applicant] shall [forthwith] / [by [time] on the date [date] days from the date of this order] [use [his] / [her] best endeavours to] take out with [company] / [a reputable United Kingdom insurance company] a policy of assurance on [his] / [her] life in the sum of [amount] [[with] / [without] profits]

[for a term of *[number]* years] / [for the whole of *[his]* / *[her]* life] / [to mature on *[date]*] / [for the duration of the subsistence of the order for periodical payments at paragraph *[para number]* below in respect of the *[applicant]* / *[respondent]* and/or the child~~ren~~ of the family] in the sum of £*[amount]* [with profits] / [without profits] / in the sum of £*[amount]* [reducing on a straight line basis by annual increments to zero by the end of the term] / [in such sum as shall pay out £*[amount]* per annum, *[RPI]* / *[CPI]*-index-linked, from the date of his death until the cessation of the order for periodical payments at paragraph *[para number]* below in respect of the child~~ren~~ of the family], and shall forthwith assign it absolutely to the *[applicant]* / *[respondent]*, who shall be responsible for the payment of all premiums.

Undertaking to give authority to insurance company to divulge information

43. The *[respondent]* / *[applicant]* shall forthwith [upon taking out the policy referred to in recital *[number]* above] irrevocably authorise *[company]* / [the company with whom the policy is taken out] to disclose to the *[applicant]* / *[respondent]*, for so long as the applicant is entitled to the benefits under the policy, such information as *[he]* / *[she]* may from time to time request relating to the policy *[numbered [number]]* [at the cost of the *[applicant]* / *[respondent]*].

Undertaking to undergo medical examination

44. The *[respondent]* / *[applicant]* shall, within *[number]* days of being asked to do so, undergo such medical examination [and provide such information] as may be required by *[company]* / [the company with whom the assurance policy is to be taken out] to enable the *[applicant]* / *[respondent]* to insure *[his]* / *[her]* life [and/or against *[his]* / *[her]* ill health and/or against *[his]* / *[her]* redundancy] in the sum of *[amount]* / [in such sum as the *[applicant]* / *[respondent]* may reasonably require].

Undertaking to surrender life assurance policy

45. [The *[applicant]* [and] / [or] *[the respondent]* shall [by *[time]* on the date *[number]* days from the date of this order] / [upon completion of the sale of *[family home name]* / *[other property name]* referred to at paragraph *[para number]* below] [surrender] / [sell for not less than the surrender value] the insurance policy with *[life insurance policy name]*, and shall divide the proceeds [net of any tax and costs of sale] [between the applicant and the respondent equally] / [as to *[percentage]* % to the applicant and as to *[percentage]* % to the respondent], but if the sale is not completed [by *[time]* on the date *[number]* days from the date of this order] / [within *[number]* days of the date of the completion of the sale of *[family home name]* / *[other property name]* referred to at paragraph *[para number]* below] the applicant [and] / [or] the respondent shall surrender the policy within *[number]* days afterwards.

Undertaking to retain and continue paying life assurance policy premiums until maturity

46.

- a. [The applicant] [and] / [or] [the respondent] shall retain and continue the insurance policy with [life insurance policy name] until its maturity, shall take all necessary steps to ensure that the policy shall remain in full force until its maturity, and shall do nothing which might prejudice or invalidate the policy until its maturity.
- b. The applicant [and] / [or] the respondent shall pay promptly all of the premiums [equally] / [as to [percentage] % by the applicant and as to [percentage] % by the respondent]. Upon the maturity of the policy, the applicant [and] / [or] the respondent shall divide the proceeds [net of any tax and costs of sale] [between the applicant and the respondent equally] / [as to [percentage] % to the applicant and as to [percentage] % to the respondent].

Undertaking to leave by Will / make financial arrangements on death

47.

- a. The [respondent] / [applicant] shall [forthwith] / [by [time] on the date [number] days from the date of this order] enter into an irrevocable deed of covenant with the [applicant] / [respondent], which shall be binding on the executors and trustees of [his] / [her] [estate] / [will], that in the event of [his] / [her] death during the subsistence of order[s] for periodical payments at paragraph[s] [para number] below in respect of the [applicant] / [respondent] [and] / [or] the child[ren] of the family, [he] / [she] shall make arrangements [that shall continue the financial provision made in those paragraph[s] for the [applicant] / [respondent] [and] / [or] the child[ren] of the family until the order[s] shall cease] / [such that in the event of [his] / [her] death on or before [date] in the year appearing in the left hand of the table below, then the sum in the right hand of the table below shall be paid to the [applicant] / [respondent] for [his] / [her] benefit [and] / [or] for the benefit of the child[ren] of the family:

| Year | Sum |
|-------|-----------|
| 2017 | £[amount] |
| 2018 | £[amount] |
| 2019 | £[amount] |
| [Etc] | [Etc] |

- b. The [respondent] / [applicant] shall provide the [applicant] / [respondent] with written evidence that [he] / [she] has entered into the deed of covenant [and] / [or] a certified copy of the deed [forthwith after] / [within [number] days of] doing so.

- c. The parties agree that provided that the [respondent] / [applicant] enters into the deed of covenant and provided that the sums under the deed of covenant are paid to the [applicant] / [respondent] for [his] / [her] benefit [and] / [or] for the benefit of the child[ren] of the family in the event of the [respondent's] / [applicant's] death, then this should be regarded by the court as a sufficient discharge of the [applicant's] / [respondent's] claims on [his] / [her] behalf [and] / [or] on behalf of the child[ren] of the family [and] / [or] the child[ren]'s claims against the [respondent's] / [applicant's] estate under the Inheritance (Provision for Family and Dependents) Act 1975.

Undertaking to obtain a get

48. The [applicant] / [respondent] shall take all steps necessary to obtain a Get. The [applicant] / [respondent] shall apply for the Get [by [date and time]] / [within [number] days of the date of this order], and the Get shall be concluded [by [date and time]] / [within [number] days of the date of this order]. All expenses in connection with this shall be paid by the [applicant] / [respondent] / [jointly] [as agreed].
[The [decree nisi] / [conditional order] made in these proceedings on [date] shall not be made absolute until a declaration has been filed at court signed by both parties that they have taken such steps as are necessary to dissolve their [marriage] / [civil partnership] dated [date] in accordance with the customs of the Jewish faith [and have filed such other documents [insert]].]

Undertaking not to disclose information

49. The [applicant] and/or [respondent] shall not:
- reveal to any third party unconnected with these proceedings (excluding any person to whom it is necessary to disclose [relevant parts of] this order for the purposes of implementation or professional advice: (i) the terms of this order, and (ii) any of the financial particulars disclosed in these proceedings;
 - cause or facilitate publication in any form of the terms or particulars;
 - take any steps as a result of which the terms or particulars are likely to become public knowledge or are reasonably foreseeable as being likely to become public knowledge; and
 - [fail to take any steps which either party may reasonably be expected to take to prevent the said terms or particulars from being public knowledge in circumstances in which they would otherwise be likely to do so].

Orders

IT IS ORDERED (BY CONSENT) (with effect from Decree Absolute):

Lump sum order

50.

- a. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] a lump sum of £[amount] [by [time] on [date]] / [by [time] on the date [number] days after the date of this order] / [by [time] on the date [date] days after the date] of completion of the sale of [property name] referred to at paragraph [para number] [above] / [below].
- b. **(IF THE LUMP SUM IS MORE THAN £5,000)**
If the [applicant] / [respondent] fails to pay all or any part of this lump sum [by [date for payment]] / [within [number] days of [date for payment]] simple interest shall accrue on the remaining balance of the lump sum at [the rate applicable for the time being to a High Court judgment debt] / [the rate of [percentage] % per annum].
- c. **(IF THE LUMP SUM IS LESS THAN £5,000)**
If the [applicant] / [respondent] fails to pay all or any part of this lump sum [by [date for payment]] / [within [number] days of [date for payment]], the [applicant] / [respondent] shall pay to the [respondent] / [applicant] a further lump sum calculated as follows: £[amount] per day from [date for payment] until the lump sum payment referred to at paragraph [para number of (a)] above is paid in full.

Series of lump sum orders

51. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] the following lump sums:
- a. £[amount] by [time] on [date];
 - b. £[amount] by [time] on [date]; and
 - c. £[amount] by [time] on [date].

Lump sum order by instalments

52. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] a lump sum of £[amount] payable by instalments as follows:
- a. as to £[amount] by [time] on [date];
 - b. as to £[amount] by [time] on [date]; and
 - c. as to the balance by [time] on [date].

[And it is directed that if the [applicant] / [respondent] fails to pay all or any part of any instalment to the [respondent] / [applicant] [on] / [within [number] days of] the due date for the instalment, the whole of the balance remaining of the lump sum of £[amount] shall become immediately payable to the [respondent] / [applicant] [and that in default of payment there shall be an order for sale of [property name] pursuant to paragraph [para number] below].]

[And it is [further] directed that simple interest shall be payable by the [applicant] / [respondent] at [the rate applicable for the time being to a High

Court judgment debt] / [the rate of [*percentage*] % per annum], on the [remaining balance of each of the] instalments from [*date* (**DATE TO BE NO EARLIER THAN THE DATE OF THE ORDER**)] until the dates on which the instalments are respectively due to be paid].

[And it is [further] directed that the instalments totalling £[*amount*] be secured upon [*property name*] / [security to be agreed or in default of agreement determined by a District Judge] [and in default of agreement as to the form of instrument for the security, the matter shall be referred to conveyancing counsel of the court to settle the instrument].]

Transfers of property

53. The [applicant] / [respondent] shall transfer to the [respondent] / [applicant] all [his] / [her] legal estate and beneficial interest in the [family home] / [*other property name*]], [subject to the mortgage(s) name(s)] secured against the property], [on [*date*]] / [within [*number*] days of [the date of this order] / [the date of decree absolute]] / [upon [*condition* (**E.G. UPON PAYMENT OF THE LUMP SUM ORDERED IN PARAGRAPH [PARA NUMBER]**)]].

Order for sale

54. The [family home] / [*property/ies name(s)*] shall be sold forthwith on the open market for sale and the following conditions will apply:
- a. the property shall be placed on the open market for sale immediately by [*name*] for £[*amount*] / [such price as may be agreed between the parties or in default of agreement determined by the court];
 - b. the property shall be sold for [a price in excess of £[*amount*]] / [such price as may be agreed between the parties [in excess of £[*amount*]] or in default of agreement determined by the court];
 - c. [both parties] / [the applicant] / [the respondent] shall have conduct of the sale;
 - d. [the [applicant's] / [respondent's] solicitors] / [name of solicitors] / [such solicitors as may be agreed between the parties or in default of agreement determined by the court] shall have the conduct of the conveyancing work relating to the sale;
 - e. [*name of estate agents*] / [such estate agents as may be agreed between the parties or in default of agreement determined by the court] shall offer the property for sale; and
 - f. the proceeds of sale shall be applied as follows:
 - i. to discharge the mortgage [*name of mortgage as in definitions*];
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. [in payment of any capital gains tax payable upon the sale];

- v. [in payment to the [applicant] / [respondent] of the lump sum of £[amount] and in payment of the balance to the [respondent] / [applicant]] / [in payment of the balance as to [percentage]% to the applicant and as to [percentage]% to the respondent].

Trust of land

55. With effect from (IF DECREE ABSOLUTE HAS NOT ALREADY BEEN MADE OR THE CIVIL PARTNERSHIP HAS NOT BEEN DISSOLVED) [the making of this order] / [the date of decree absolute or final order dissolving the civil partnership] the [family home] / [other property name(s)] shall be held by the applicant and the respondent upon a trust of land for themselves as beneficial tenants in common [in equal shares] / [as to [percentage]% to the applicant and as to [percentage]% to the respondent] upon the following terms:

- a. the [applicant] / [respondent] shall be entitled to occupy the property rent free to the exclusion of the [respondent] / [applicant] until the determining event as defined below;
- b. the property shall not be sold without the prior written consent of both parties or further order until the first to happen of the following events (“the determining event”);
 - i. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his] / [her] / [their] full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], or ceasing to live permanently with the [applicant] / [respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family
 - iii. the death of the [applicant] / [respondent]; or
 - iv. the [applicant’s] / [respondent’s] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [period]] / [for a period of [number] months in any [number] month period];
 - v. the [applicant’s] / [respondent’s] failure to occupy the property for a period of [number] months in any [number] month period;
 - vi. the [applicant’s] / [respondent’s] failure to occupy the property as [his] / [her] primary residence; or
 - vii. further order of the court;

provided that in any event the property shall not be sold without the permission of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training.

- c. the [applicant] / [respondent] shall from [the date of this order] / [date] be [solely] / [jointly] / [other] responsible for all payments of capital and interest on the mortgage [and the [respondent] / [applicant] shall on the sale of the property repay to the [applicant] / [respondent] from [his] / [her] share of the net proceeds of sale [one half] of the element of

- repayment of capital comprised in such payments made by [him] / [her] to the date of sale of the property];
- d. the [applicant] / [respondent] shall be responsible for all [routine] maintenance and [decorative] repairs to the property;
 - e. the cost of insuring the property and of carrying out structural repairs [defined as *[insert definition]*] shall be [the responsibility of the [applicant] / [respondent]] / [shared equally] / [shared *[insert other]*], provided that no works of structural repair shall be carried out to the property unless agreed by the parties or ordered by the court;
 - f. if the [applicant] / [respondent] wishes to spend money on the property to improve its amenities then the parties shall enter into a deed recording their interests in the [net] / [gross] proceeds of the sale of the property. The [applicant] / [respondent] shall acquire such further share in the [net] / [gross] proceeds of the property as may be agreed between the parties or in default of agreement as shall be determined by the court as reflecting the likely increase in the sale price (when [the family home] / [other *property name*] is eventually sold) referable to [her] / [his] outlay. The [applicant] / [respondent] shall be responsible for the costs of preparing and executing the deed of trust.
 - g. in the event of the [applicant] / [respondent] wishing to move to another property during the subsistence of this trust with the agreement of the [respondent] / [applicant] such agreement not to be unreasonably withheld:
 - i. the [applicant] / [respondent] shall be entitled to direct the trustees to sell the property and to apply the proceeds in the purchase of such other freehold or leasehold property (“the new home”) as [he] / [she] shall direct for [his] / [her] occupation;
 - ii. the costs of the sale and purchase shall be borne by the [applicant] / [respondent] / [other];
 - iii. the new home shall be held upon the same trusts, terms and conditions as the property and the trustees shall have full power as if they were beneficial owners thereof to execute such mortgage deed as may be necessary to enable the purchase thereof to be completed;
 - iv. if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the new home shall be less than the net proceeds of sale of the property the difference shall be [divided equally between the applicant and the respondent] / [paid to the [applicant] / [respondent] on account of [his] / [her] entitlement under this order] [and] / [or] if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the property purchased shall be more than the net proceeds of sale of the property the difference shall be met by the [applicant] / [respondent]. The parties shall then enter into a written deed recording their interests in the [net] / [gross] proceeds of sale of the property purchased as

- proportionate to their contributions towards the purchase price [or such other arrangement as may be agreed between them]. The [applicant] / [respondent] shall be responsible for the costs of preparing and executing the deed of trust
- h. if the [applicant] / [respondent] shall remain in occupation of the property for more than [number] months after the determining event, [he] / [she] shall pay to the [respondent] / [applicant] from that date such sum by way of occupation rent as may be agreed or in default of agreement determined by the court;
 - i. on or before the determining event the [applicant] / [respondent] shall have the right to purchase the [respondent's] / [applicant's] interest in the property at an open market valuation to be agreed, or in default of agreement to be determined by [a valuer nominated by the President of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator] / [the court]; and
 - j. if either the applicant or the respondent shall die during the currency of the trust, the power of appointing a substitute trustee shall be exercised by his or her personal representatives.

Transfer with charge back

56.

- a. The [applicant] / [respondent] shall [on or before [date]] / [within [number] days [(IF DECREE ABSOLUTE ALREADY MADE) of the date of this order] / [of the date of decree absolute]] transfer to the [applicant] / [respondent] all [his] / [her] legal and beneficial interest in the [family home] / [other property name] [subject to the mortgage(s) [mortgage name] secured against the property], on condition that as from the date of the said transfer the property shall be charged by way of legal charge as security for the payment to the [respondent] / [applicant] of a lump sum [of £[amount]] / [equal to [percentage]% of the [gross] / [net] proceeds of sale], such charge to be in the form annexed to this Order ("the Charge").
- b. But this charge shall not become enforceable/exercisable without the permission of the court or the consent of the parties until:
 - i. the youngest surviving of the children of the family attains the age of 18 years or ceases [his] / [her] / [their] full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], or ceases to live with the [applicant] / [respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant] / [respondent];
 - iv. the [applicant's] / [respondent's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [period]] / [for a period of [number] months in any [number] month period];

- v. the [applicant's] / [respondent's] failure to occupy the property for a period of [number] months in any [number] month period;
- vi. the [applicant's] / [respondent's] failure to occupy the property as [his] / [her] primary residence; or
- vii. any [dealing with] / [sale of] the property by the [applicant] / [respondent]

whichever shall first occur or further order of the court provided that in any event the said legal charge shall not be exercisable without the leave of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training.

- c. And the [applicant] / [respondent] shall not increase the sum presently owing in respect of the mortgage by arrears or by further advances under it and the [respondent] / [applicant] shall give credit to the [applicant] / [respondent] for such capital repayments as [he] / [she] shall have made in respect of the mortgage between the date of this order and redemption of the charge.
- d. And so long as the [applicant] / [respondent] remains entitled to occupy the property under the terms set out above, the [respondent] / [applicant] shall not seek to exercise [his] / [her] power of leasing under the charge.

Procure release from mortgage and to indemnify

- 57. The [applicant] / [respondent] shall use [his] / [her] best endeavours to procure the release of the [respondent] / [applicant] from any liability under the mortgage [mortgage(s) name(s)] [by [date]] / [on or before completion of the transfer provided for by paragraph [para number] / [within [number] days of the date of this order], and shall in any event indemnify the [applicant] / [respondent] against all such liability.

Payment of mortgage and outgoings on property

- 58. The [applicant] / [respondent] shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the [respondent] / [applicant] against:
 - a. all interest and capital repayments due in respect of the mortgage [mortgage(s) name(s)];
 - b. all [reasonable] sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of [the family home] [and] / [or] [other property name]; and
 - c. [etc].

The payments shall start on [date] and shall end on the first to occur of:

- i. [date];
- ii. the sale of the family home;
- iii. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his] / [her] / [their] full-time [secondary]

- / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], or ceasing to live with the [applicant] / [respondent], whichever is the later;
- iv. the death of the last surviving [of the] child[ren] of the family;
- v. the death of the [applicant] / [respondent];
- vi. the [respondent's] / [applicant's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [period] / [for a period of [number] months in any [number] month period];
- vii. the [applicant's] / [respondent's] failure to occupy the property for a period of [number] months in any [number] month period;
- viii. the [applicant's] / [respondent's] failure to occupy the property as [his] / [her] primary residence;
- ix. the retirement of the [applicant] / [respondent]; or
- x. a court order discharging this obligation.

(AS APPROPRIATE)

Payment of arrears of mortgage and outgoings on property

59. The [applicant] / [respondent] shall discharge by [date], be solely responsible for and in any event indemnify the [respondent] / [applicant] against:
- a. the arrears which have accrued under the mortgage [mortgage(s) name(s)];
 - b. the arrears which have accrued in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of [the family home] [and] / [or] [other property name];
 - c. [etc].

Payment of and indemnity in respect of CGT / other tax

60. The [applicant] / [respondent] shall:
- a. discharge any liability for capital gains tax [or any other tax] consequent upon the implementation of paragraph[s] [para number] of this order promptly and in any event within 28 days of receiving any demand from HM Revenue and Customs; and
 - b. in any event indemnify the [respondent] / [applicant] [and [his] / [her] estate] as to any such liability for capital gains tax [or any other tax] consequent upon the implementation of paragraph[s] [para number] of this order.

Transfer of tenancy

61. (IN THE CASE OF PROTECTED OR SECURE TENANCY)
The [applicant] / [respondent] shall transfer to the [respondent] / [applicant] any estate or interest which the [applicant] / [respondent] has in [the family home] / [the property [other property name]] with effect from [date] / [the date [number]

days from the date of this order] and without further assurance transferred to and vested in the [respondent] / [applicant].

(IN THE CASE OF A STATUTORY TENANCY)

The [applicant] / [respondent] shall with effect from [date] / [the date [number] days from the date of this order] cease by virtue of [his] / [her] statutory tenancy of [the family home] / [the property [other property name]] to be entitled to occupy the same and the [respondent] / [applicant] shall be deemed to be the sole tenant under the said tenancy.

Indemnity in respect of leasehold property

62. The [applicant] / [respondent] shall:
- comply with the terms of the lease [give particulars];
 - promptly discharge any claims arising from the lease after [date] / [the date of assignment of the lease];
 - in any event indemnify the [respondent] / [applicant] in respect of any claims arising from the lease after [date] / [the date of assignment of the lease]; and
 - use [his] / [her] best endeavours to procure the [respondent's] / [applicant's] release from any liability under the lease by [date] / [within [number] days of the date of this order].

Variation of Settlement

63. The [ante] / [post]-nuptial settlement dated [date] and made between [name] and [name] be varied so as to [give details (E.G. EXTINGUISH THE INTEREST OF THE [APPLICANT] / [RESPONDENT] IN THE SETTLEMENT / SETTLE ALL OF THE INTEREST OF THE [APPLICANT] / [RESPONDENT] ON [INSERT] ETC.)]. [The settlement to be in the form of the draft deed attached marked [insert]] / [The parties shall agree the form of the settlement by [date]. In default of agreement by that date, the matter shall be referred to conveyancing Counsel of the Court to settle. And it is directed that the Decree Nisi shall not be made Absolute until the necessary instrument or instruments have been executed].

Company resignation and transfer of shares

- 64.
- The [applicant] / [respondent] shall resign on or before [date] as [director] / [company secretary] of [name of company/ies].
 - The [applicant] / [respondent] shall transfer to the [respondent] / [applicant] [all] / [[percentage]%] of [his] / [her] [preference] / [ordinary] shares in [name of company/ies] by [date] / [within [number] days of the date of this order].
 - The [applicant] / [respondent] acknowledges that [he] / [she] has no claim against [name of company/ies] [arising out of the termination of [his] / [her] employment or otherwise].

- d. The [applicant] / [respondent] shall indemnify the [respondent] / [applicant] and [his] / [her] estate in respect of any losses, claims, demands or other liabilities arising from [his] / [her] involvement with [name of company/ies], including but not limited to any capital gains tax liability or other tax liability, fees or other professional fees arising on the transfer by the [applicant] / [respondent] of [his] / [her] shareholding in [name of company/ies] to the [respondent] / [applicant] which are incurred by the [applicant] / [respondent] as a result of this order, [save in relation to personal income tax and national insurance which shall remain the sole responsibility of the [respondent] / [applicant]].

Company non-disclosure

65. The [applicant] / [respondent] shall not reveal to any third party unconnected with [name of company/ies] or these proceedings any information concerning the [company] / [companies] unless authorised to do by the [respondent] / [applicant] or an authorised officer of the [company] / [companies].

Transfer of car

66. The [applicant] / [respondent] shall transfer to the [respondent] / [applicant] all [his] / [her] interest in the family car [on [date]] / [within [number] days [of the date of this order]] / [by [time] on the date [number] days after the date of this order]. The [respondent] / [applicant] shall be responsible for the costs of running and maintaining the family car.

Transfer of life policy

67. The [applicant] / [respondent] shall transfer [by [time] on [date]] / [by [time] on the date [number] days after the date of this order] / [by [time] on the date [[number] days after the date] of completion of the sale of [insert] referred to at paragraph [para number] [above] / [below], by [assigning] / [joining in an assignment to the [respondent] / [applicant]] [his] / [her] interest in the life assurance policy with [life insurance policy name].

Maintenance pending suit / interim periodical payments

68. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards interim periodical payments at the rate of £[amount] per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order from [date (INCLUDING A DATE EARLIER THAN THE DATE OF THE ORDER IF BACKDATING)] until further order. [The [applicant] / [respondent] shall be given credit for the payment[s] of £[amount] made on [dates]].

(OR)

The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards interim periodical payments. Payments shall be at the rate of £[amount] per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date (INCLUDING A DATE EARLIER THAN THE DATE OF THE ORDER IF BACKDATING)], and shall end on the first to occur of:

- a. the death of either the applicant or the respondent;
- b. the [respondent's] / [applicant's] remarriage;
- c. the determination of the applicant's application for a financial order; or
- d. a further order.

[The [applicant] / [respondent] shall be given credit for the payment(s) of £[amount] made on [dates]].

Spousal periodical payments order without a term

69. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards periodical payments. Payments shall be at the rate of £[amount] per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on the first to occur of:
- a. the death of either the applicant or the respondent;
 - b. the [respondent's] / [applicant's] remarriage; or
 - c. a further order.

Spousal periodical payments order with an extendable/non-extendable term

70. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards periodical payments. Payments shall be at the rate of £[amount] per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on the first to occur of:
- a. the death of either the applicant or the respondent;
 - b. the [respondent's] / [applicant's] remarriage;
 - c. a further order; or
 - d. (EXTENDABLE TERM) [Date] / [Event (E.G. THE YOUNGEST SURVIVING CHILD OF THE FAMILY ATTAINING THE AGE OF 18 OR CEASING FULL-TIME [SECONDARY] / [TERTIARY] EDUCATION [TO FIRST DEGREE LEVEL] [[INCLUDING] / [EXCLUDING] A GAP YEAR])] after which the [respondent's] / [applicant's] claims for periodical payments and secured periodical payments shall be dismissed, and it is directed that upon the expiry of this term:
 - i. the [respondent] / [applicant] shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) for periodical payments or secured periodical payments; and

- ii. the [respondent] / [applicant] shall not be entitled on the [applicant's] / [respondent's] later death to apply for an order under the Inheritance (Provision for Family and Dependants) Act 1975, section 2.

However, the [respondent] / [applicant] may apply for an order to extend this term, provided the application is made before the term expires. For the avoidance of doubt, paragraph (d)(ii) shall not apply in the event of the [applicant's] / [respondent's] death prior to the expiration of this term.

- e. **(NON-EXTENDABLE TERM)** [Date] / [Event (E.G. THE YOUNGEST SURVIVING CHILD OF THE FAMILY ATTAINING THE AGE OF 18 OR CEASING FULL-TIME [SECONDARY] / [TERTIARY] EDUCATION [TO FIRST DEGREE LEVEL] [[INCLUDING] / [EXCLUDING] A GAP YEAR])] after which the [respondent's] / [applicant's] claims for periodical payments and secured periodical payments shall be dismissed, and it is directed that:

- i. upon the expiry of this term, the [respondent] / [applicant] shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) for periodical payments or secured periodical payments;
- ii. pursuant to the Matrimonial Causes Act 1973 section 28(1A), the [respondent] / [applicant] may not apply for an order to extend this term;
- iii. upon the expiry of the term, the [respondent] / [applicant] shall not be entitled on the [applicant's] / [respondent's] later death to apply for an order under the Inheritance (Provision for Family and Dependants) Act 1975, section 2.

For the avoidance of doubt, the [respondent] / [applicant] may not apply for an order to extend this term. Further, paragraph (e)(iii) shall not apply in the event of the [applicant's] / [respondent's] death prior to the expiration of this term.

Secured spousal periodical payments order

71.

- a. The [applicant] / [respondent] shall [by [time] on [date]] / [by [time] on the date [number] days after the date of this order] secure periodical payments to be made to the [respondent] / [applicant] at the rate of £[amount] per annum. Such payments shall be made from [date] and continue until the first to occur of:
 - i. the death of the [respondent] / [applicant];
 - ii. the [respondent's] / [applicant's] remarriage;
 - iii. [date]; or
 - iv. further order.
- b. Such payments shall be secured by the sum of £[amount] / [such security to be agreed between the parties or in default of agreement referred to the

district judge] and shall be security for the [applicant's] / [respondent's] obligation to pay periodical payments provided for in paragraph [para number] above.

- c. The security shall be used to meet the [applicant's] / [respondent's] obligation to pay periodical payments to the extent that this obligation is not met by the [applicant] / [respondent].
- d. The applicant and the respondent shall [by [time] on [date]] / [by [time] on the date [number] days after the date of this order] enter into a deed of security [and in default of agreement as to the form of the deed, the matter shall be referred to conveyancing counsel of the court to settle the deed].

Child periodical payments order – Interim order pending CMS calculation

72. [By agreement between the parties] the [respondent] / [applicant] shall pay to the [applicant] / [respondent] periodical payments for benefit of the child[ren] of the family. Payments shall be at the rate of £[amount] per annum [per child], payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on the issue of a CMS calculation. [Payments made under this paragraph shall be received by the [applicant] / [respondent] on account of any payments that may be due under the CMS calculation.]

Child periodical payments order

73. [By agreement between the parties] the [applicant] / [respondent] shall pay to the [respondent] / [applicant] periodical payments for benefit of the child[ren] of the family. Payments shall be at the rate of £[amount] per annum per child, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on:
- a. each child respectively attaining the age of 18 years or ceasing their full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], whichever shall be the later; or
 - b. a further order.

The court may (prior to the expiry of the term or subsequently) order a longer period of payment. [In the event of a CMS calculation being carried out, from the effective date of any CMS calculation, periodical payments made under this paragraph for the benefit of the children shall be received by the [respondent] / [applicant] on account of any sums falling due under the CMS calculation.]

Child periodical payments order whilst in tertiary education

74. [By agreement between the parties] the [applicant] / [respondent] shall pay to the [respondent] / [applicant] periodical payments for benefit of the child[ren] of the family at the rate of £[amount] per annum per child, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on each child respectively attaining the age of 18 or

ceasing their full-time tertiary education [to first degree level] [[including] / [excluding] a gap year], whichever shall be the later, or a further order.

(OR)

[By agreement between the parties] the [applicant] / [respondent] shall pay to the respective children of the family periodical payments at the rate of £[amount] per annum per child, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on each child respectively attaining the age of 18 or ceasing their full-time tertiary education [to first degree level] [[including] / [excluding] a gap year], whichever shall be the later, or a further order.

Child periodical payments order for costs of disability

75. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] periodical payments for benefit of [child name] at the rate of £[amount] per annum to meet the costs of [his] / [her] disability. Payments shall start on [date], and shall end on:

- a. [child name] attaining the age of 18 years or ceasing [his] / [her] full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], whichever shall be the later; or
- b. a further order.

The court may (prior to the expiry of the term or subsequently) order a longer period of payment. This order is made pursuant to the Child Support Act 1991 section 8(8).

Child periodical payments order – top-up order

76.

- a. In circumstances where (a) the CMS has made a CMS calculation in respect of the child[ren] of the family; and (b) the court is satisfied that the circumstances of the case make it appropriate for the [applicant] / [respondent] to make periodical payments as ordered in paragraph [para number] below in addition to the child maintenance payable in accordance with the CMS calculation, the [applicant] / [respondent] shall pay to the [respondent] / [applicant] periodical payments for benefit of the child[ren] of the family.
- b. Payments shall be [at the rate of £[amount] per annum per child] / [in the sum which, when added to the payments (if any) made by the [applicant] / [respondent] to the CMS pursuant to a CMS calculation, total £[amount] per annum whilst both children are provided for under the CMS calculation or £[amount] per annum whilst only one such child is provided for under the CMS calculation], payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall start on [date], and shall end on:

- i. each child respectively attaining the age of 18 years or ceasing their full-time [secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year], whichever shall be the later; or
- ii. a further order.

The court may (prior to the expiry of the term or subsequently) order a longer period of payment.

Delayed Commencement Orders

77. The order in paragraph [para number] above shall only start to have effect when the CMS ceases to have jurisdiction for the child[ren] of the family because:
- a. [he] / [she] / [they] [is] / [are] no longer in full-time, non-advanced education as set out in s55 Child Support Act 1991; or
 - b. [he] / [she] / [they] or either party are no longer habitually resident within the jurisdiction of England and Wales.

Global order

78. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards periodical payments for the benefit of [herself] / [himself] and the children of the family. Payments shall be at the rate of £[amount] per annum less any payments made by the [applicant] / [respondent] to the CMS pursuant to a CMS calculation. Payments shall start on [date], and shall end on the first to occur of:
- a. the death of either the applicant or the respondent;
 - b. the [respondent's] / [applicant's] remarriage; or
 - c. a further order.
- (OR)*
- d. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards periodical payments. Payments shall be at the rate of £[amount] per annum less any payments made by the [applicant] / [respondent] to the CSA pursuant to a CSA calculation and the payments made by the [applicant] / [respondent] in accordance with paragraph (b). Payments shall start on [date], and shall end on the first to occur of: (i) the death of either the applicant or the respondent; (ii) the [respondent's] / [applicant's] remarriage; or (iii) a further order.
 - e. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of decree absolute and afterwards periodical payments for the benefit the child[ren] of the family. Payments shall be at the rate of £[amount] per annum per child, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order. Payments shall

start on **[date (SAME DATE AS IN (A))]**, and shall end on: (i) each child respectively attaining the age of 18 years or ceasing their full-time **[secondary] / [tertiary] education [to first degree level] [[including] / [excluding] a gap year]**, whichever shall be the later; or (ii) a further order. The court may (prior to the expiry of the term or subsequently) order a longer period of payment.

School fees order – nursery education

79. The **[respondent] / [applicant]** shall pay **[further]** periodical payments for benefit of the child**[ren]** of the family in such sum as shall be equivalent to the child**[ren]**'s nursery fees **[but not the extras on the nursery bill] / [and all reasonable extras appearing on the nursery bill [and all exceptional extras appearing on the nursery bill agreed between the parties in advance]] / [and all extras appearing on the nursery bill up to a total of £[amount] [per child] per term or such greater sum as is agreed in advance in writing between the parties]** at such nurseries as the child**[ren]** of the family shall from time to time attend by agreement between the parties or in default of agreement by order of the court **[provided that the [respondent] / [applicant] is at liberty to avail [himself] / [herself] if possible of free non-means tested state-funded provision at any such nursery]**. Payments shall be made in three instalments paid on **[date] / [not less than one month before the beginning of the term to which they relate]** directly to the nursery bursar or other person indicated on the bill as recipient for the nursery. The **[respondent] / [applicant]** shall produce to the **[applicant] / [respondent]** documentary evidence that he has discharged each payment by no later than the due date for each payment.

School fees order – primary/secondary education

80. The **[applicant] / [respondent]** shall pay **[further]** periodical payments for benefit of the child**[ren]** of the family in such sum as shall be equivalent to the child**[ren]**'s school fees **[but not the extras on the school bill] / [and all reasonable extras appearing on the school bill [and all exceptional extras appearing on the school bill agreed between the parties in advance]] / [and all extras appearing on the school bill up to a total of £[amount] [per child] per term or such greater sum as is agreed in advance in writing between the parties]** at such schools as the child**[ren]** of the family shall from time to time attend by agreement between the parties or in default of agreement by order of the court. Payments shall be made in three instalments paid on **[date] / [not less than one month before the beginning of the term to which they relate]** directly to the school bursar or other person indicated on the bill as recipient for the school. The **[respondent] / [applicant]** shall produce to the **[applicant] / [respondent]** documentary evidence that he has discharged each payment by no later than the due date for each payment. This order is made pursuant to the Child Support Act 1991 section 8(7).

School fees order – tertiary education

81. The [applicant] / [respondent] shall pay [further] periodical payments for benefit of the child[ren] of the family in such sum as shall be equivalent to the child[ren]’s college and/or university fees and [all reasonable extras appearing on the [college] / [university] bill [and all exceptional extras appearing on the [college] / [university] bill agreed between the parties and the relevant child in advance]] for a first undergraduate degree course of tertiary education at such [college] / [university] as the child[ren] of the family shall from time to time attend by agreement between the parties and the relevant child. Payments shall be made as and when they become due directly to the [college] / [university] bursar or other person indicated on the bill as recipient for the [college] / [university]. The [respondent] / [applicant] shall produce to the [applicant] / [respondent]/ [the relevant child] documentary evidence that he has discharged each payment by no later than the due date for each payment.

Child Support Act 1991 clawback: charge or lump sum

82. [The property known as [name of property as in definitions] shall be charged with payment to the [applicant] / [respondent] of] / [The [respondent] / [applicant] shall pay to the [applicant] / [respondent] a lump sum of] an amount equal to the total of the following sums paid by the [applicant] / [respondent]:
- a. any sums paid under any CMS calculation to the [respondent] / [applicant] in respect of the child[ren] of the family [inasmuch as such sums exceed the monthly equivalent of £[amount] [for each child] [(automatically varied on [date] each year (“the variation date”) by the percentage [change] / [increase], if any, in the [retail prices index] / [consumer prices index] during the most recent 12 month period preceding the variation date for which index data has been published]; and
 - b. any sums paid under sections 106 and 108 of the Social Security Administration Act 1992.
[together with simple interest on these sums at the rate applicable for the time being to a High Court judgment debt] / [the rate of [percentage]% per annum] from [date]], [the payment to be due and the charge to be enforceable] / [the lump sum to be payable] on the first to occur of:
 - i. the death of the [respondent] / [applicant];
 - ii. the [respondent’s] / [applicant’s] remarriage;
 - iii. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his] / [her] / [their] full-time [secondary] / [tertiary] education; [to first degree level] [[including] / [excluding] a gap year], or [permanently] ceasing to live with the [applicant] / [respondent], whichever is the later;
 - iv. [the sale of [the family home] / [other property name]; or
 - v. a further order of the court, for which both parties shall be at liberty to apply to the court

[provided that the amount as to which the property shall be charged shall not exceed [e.g. one half of the gross proceeds of sale of the property, or if it shall not have been sold, one half of the gross value], any dispute as to such value to be settled by a surveyor agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors].

Child Support Act 1991 clawback: adjournment of capital claims

83.

- a. In circumstances where the parties have agreed that (i) the provision made by this order fulfils the [applicant's] / [respondent's] responsibilities to the child[ren] of the family; (ii) the [respondent] / [applicant] does not intend to seek any [further] financial provision for the maintenance of the child[ren] of the family [including school fees and/or any other extras for the child[ren]], whether through the court, the CMS or otherwise; and (iii) in the event that the [applicant] / [respondent] becomes liable to make any [further] financial provision for the child[ren] of the family, the [respondent] / [applicant] will indemnify against any liability, and in default of the [respondent] / [applicant] performing [her] / [his] agreement to indemnify the [applicant] / [respondent], the [applicant] / [respondent] shall be entitled to make a claim for a [lump sum order] / [property adjustment order [in respect of [family home name] / [other property name] for the purpose of recompensing [him] / [her], the [applicant's] / [respondent's] claims for a [lump sum order] / [property adjustment order in respect of [family home name] / [other property name] shall be adjourned generally with liberty to the [applicant] / [respondent] to restore.
- b. In the event of the [applicant] / [respondent] not having restored [his] / [her] claim(s) by [date (E.G. BY THE DATE THREE MONTHS AFTER THE DATE ON WHICH THE YOUNGEST SURVIVING CHILD OF THE FAMILY ATTAINS THE AGE OF 18 OR CEASES FULL-TIME SECONDARY EDUCATION)], [his] / [her] claims shall be dismissed.
- c. The [respondent] / [applicant] shall indemnify the [applicant] / [respondent] against [his] / [her] liability to make any [further] financial provision for the child[ren] of the family.

Annual variation in periodical payments

84. The periodical payments set out in paragraph [para number] [and paragraph [para number] above] shall be varied automatically on the "variation date", which shall be on the date of the payment due in [month] and at yearly intervals afterwards. The change in the payments shall be the percentage [change] / [increase], if any, between the [retail prices index] / [consumer prices index] during the most recent 12 month period preceding the variation date for which index data has been published.

(OR)

The periodical payments set out in paragraph [para number] [and paragraph [para number] above] shall be varied automatically on the “variation date”, which shall be on the date of the payment due in [month] and at yearly intervals afterwards. The change in payments shall be the [greater] / [lesser] of:

- a. the percentage [change] / [increase], if any, between the [retail prices index] / [consumer prices index] for the month 15 months before the variation date (i.e. [month] in the first instance) and the [retail prices index] / [consumer prices index] for the month 3 months before the variation date (i.e. [month] in the first instance); and
- b. the percentage by which the [applicant’s] / [respondent’s] total [earned] income [including bonus and commission] after deduction of income tax and national insurance contributions [and car allowance and pension contributions] shall have increased between the date 15 months before the variation date (i.e. [month] in the first instance) and the date 3 months before the variation date (i.e. [month] in the first instance). The [applicant] / [respondent] shall produce their P60 and last three payslips to the [respondent] / [applicant] by [date] each year, and production of these documents shall be sufficient evidence of the [applicant’s] / [respondent’s] total income and the income tax and national insurance contributions payable on it.

Payment of periodical payments by standing order

85. The [applicant] / [respondent] shall make payment of the sums due under paragraph [para number] [and paragraph [para number]] above by standing order into the [respondent’s] / [applicant’s] following account:

| | |
|--------------------------------|--------------------------|
| Name of Bank/Building Society: | [name of bank] |
| Sort Code: | [sort code] |
| Account Number: | [account number] |
| Name of account holder: | [name of account holder] |

or such other account as the [respondent] / [applicant] may from time to time nominate in writing.

Permission to disclose order to CMS

86. There be permission under FPR 2010, rule 12.73(1)(b) to produce a copy of this order to the CMS.

Variation: periodical payments

87.

- a. Paragraph *[para number]* of the order in this matter dated *[date]* shall be varied to provide that the *[applicant]* / *[respondent]* shall pay to the *[respondent]* / *[applicant]* periodical payments. Payments shall be at the rate of £*[amount]* per annum, payable *[weekly]* / *[monthly]* *[in advance]* / *[in arrears]* by standing order. Payments shall start on *[date]*, and shall end on the first to occur of:
 - i. the death of either the applicant or the respondent;
 - ii. the *[respondent's]* / *[applicant's]* remarriage; or
 - iii. a further order (and, if appropriate an extendable / non-extendable term as above).
- b. *[The *[applicant]* / *[respondent]* shall be released from his/her undertaking to *[insert]* in paragraph *[para number]* of the order in this matter dated *[date]*].*
- c. *[The arrears under paragraph *[para number]* of the order in this matter dated *[date]* accrued to *[date]* shall be remitted.]*

Variation: lump sum or pension sharing in lieu of periodical payments

88. The order in this matter dated *[date]* shall be varied as follows:

- a. Paragraph *[para number]* of the order, providing for the *[applicant]* / *[respondent]* to pay periodical payments to the *[respondent]* / *[applicant]*, shall be discharged with effect from the date on which *[the *[applicant]* / *[respondent]* pays the lump sum provided for in paragraph (b) below in full] [and] / [or] [the pension share provided for in paragraph [(b)] / [(c)] below is implemented]*, after which the *[respondent's]* / *[applicant's]* claims for periodical payments and secured periodical payments shall be dismissed and it is directed that:
 - i. the *[respondent]* / *[applicant]* shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) for periodical payments or secured periodical payments;
 - ii. pursuant to the Matrimonial Causes Act 1973 section 28(1A), the *[respondent]* / *[applicant]* may not apply for an order to extend the term;
 - iii. the *[respondent]* / *[applicant]* shall not be entitled on the *[applicant's]* / *[respondent's]* death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.
- b. Pursuant to the Matrimonial Causes Act 1973, section 31, *[the *[applicant]* / *[respondent]* shall pay to the *[respondent]* / *[applicant]* a lump sum of £*[amount]* by *[time]* on *[date]*] [and] / [or] [there be provision by way of a pension sharing order in favour of the *[respondent]* / *[applicant]* in respect of the *[applicant's]* / *[respondent's]* rights in the *[pension name]* pension arrangement[s] with *[company]* in accordance with the annexe[s] to this*

order it being agreed between the parties that in the event of [applicant] / [respondent] predeceasing the [respondent] / [applicant] after this order has taken effect but before its implementation the [respondent] / [applicant] shall have the [applicant's] / [respondent's] personal representative's consent to an application for leave to appeal out of time against the terms of this order].

- c. [The arrears under paragraph *[para number]* of the order in this matter dated *[date]* accrued to *[date]* shall be remitted.]

Pension sharing order

89. There shall be provision by way of a pension sharing order in favour of the [applicant] / [respondent] in respect of the [respondent's] / [applicant's] rights under [his] / [her] pension arrangement[s] *[pension name(s)]* in accordance with the annex[es] to this order, it being agreed between the parties that in the event that the [applicant] / [respondent] non-member spouse predeceases the [respondent] / [applicant] member spouse after this order has taken effect but before its implementation the [respondent] / [applicant] member spouse shall have the consent of the personal representatives of the [applicant] / [respondent] non-member spouse to apply to vary or to set aside the terms of this order under FPR 2010, r 9.9A or to appeal out of time against the order under the Matrimonial Causes Act 1973, s 40A or s 40B (as shall in the circumstances be appropriate).

Nomination of death in service benefit

90. The [applicant] / [respondent] shall forthwith nominate the [respondent]/[applicant] to receive [not less than *[percentage]*% of the death in service benefit payable under such pension scheme(s) as [he] / [she] shall from time to time be a member of [subject to a sum not greater than *[number]* times the annual amount of the periodical payments due to [him] / [her]] / [*£[amount]*]. The [applicant] / [respondent] shall only be required to make such nomination until the earlier/later of the following:
 - a. the death of the [respondent] / [applicant];
 - b. the remarriage of the [respondent] / [applicant]; or
 - c. an order terminating the [respondent's] / [applicant's] maintenance payments.

Pension attachment order

91. There shall be provision by way of a pension attachment order in favour of the [applicant] / [respondent] in respect of the [respondent's] / [applicant's] rights under [his] / [her] pension arrangement[s] *[pension name(s)]* under the Matrimonial Causes Act 1973 section 25B by way of periodical payments in accordance with the annex[es] to this order. Any such payment by the PRPA shall be treated for all purposes as a payment made by the [respondent] /

[applicant] as the party with pension rights in or towards [his] / [her] liability under this order.

Declaration under the EU Maintenance Regulation

92. The provisions under paragraphs [insert] of this order represent “maintenance” for the purposes of the Council Regulation (EC) No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations.

Clean break: capital [and income] - Applicant

93. Except as provided for in this order, the applicant’s claims for [[secured] periodical payments orders,] lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed [and [he] / [she] shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and [he] / [she] shall not be entitled on the respondent’s death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2].

Clean break: capital [and income] - Respondent

94. Except as provided for in this order, the respondent’s claims for [[secured] periodical payments orders,] lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed [and [he] / [she] shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and [he] / [she] shall not be entitled on the applicant’s death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2].

Costs

95. [There shall be no order as to costs] / [The [applicant] / [respondent] shall pay £[amount] towards the [respondent’s] / [applicant’s] costs by [date]] / [The [applicant] / [respondent] shall pay the [respondent’s] / [applicant’s] costs by [date] [including the costs reserved by the order(s) made on [date(s)], [and if the costs are not agreed they shall be assessed] / [subject to detailed assessment in accordance with the Civil Procedure Rules 1998 Part 47].

Costs – no order save for detailed assessment of a party’s publicly funded costs

96. There shall be no order as to costs save for detailed assessment of the [applicant’s] / [respondent’s] publicly funded costs in accordance with the Civil Procedure Rules 1998 Part 47.17.

Costs – order against a publicly funded party

97. The [applicant] / [respondent] shall pay [the [respondent's] / [applicant's] costs] / [[percentage%] of the [respondent's] / [applicant's] costs], [summarily assessed at £[amount]] / [to be subject to detailed assessment in default of agreement between the parties], by [time] on [date], subject to there being a determination pursuant to section 11 of the Access to Justice Act 1999 that it is reasonable for the [applicant] / [respondent] to do so. [This order for costs shall not be enforced without the court's permission.]

Delayed costs order

98. The time for commencement of proceedings for the assessment of the costs under the Community Legal Services (Financial) Regulations 2000 shall not start until the date of completion of the [transfer] / [sale] of [the family home] / [other property name] referred to in paragraph [para number] of this order.

Costs – postponement of the legal aid charge

99. It is certified for the purposes of the Community Legal Services (Financial) Regulations 2000 and the Access to Justice Act 1999 so as to provide security for the postponement of the statutory charge, and subject to the agreement of the Legal Aid Agency, that [the family home has been [preserved for] / [transferred to] the [applicant] / [respondent] to provide the applicant] / [respondent] with a home for themselves [and the child[ren] of the family]] / [the lump sum[s] to be paid to the [applicant] / [respondent] has been ordered to be paid to enable the [applicant] / [respondent] to purchase a home for themselves [and the child[ren] of the family]].

Liberty to apply

100. The parties shall have liberty to apply to the court concerning the implementation and timing of the terms of this order only.

[applicant name]

[respondent name]

Dated [date]