

*Financial Remedy Order*



**In the Family Court  
Sitting at [Place]**

**No:**

**The Matrimonial Causes Act 1973**

**The Civil Partnership Act 2004**

**The Child Support Act 1991**

**The Inheritance (Provision for Family and Dependents) Act 1975**

*Adapt as necessary*

**The Marriage of XX and YY, or  
The Civil Partnership of XX and YY**

*Adapt as necessary*

After hearing *[name the advocate(s) who appeared]*....

After consideration of the documents lodged by the parties

(*In the case of an order made without notice*) After reading the statements and hearing the witnesses specified in para x of the Recitals below

**ORDER MADE BY [NAME OF JUDGE] ON [DATE] SITTING IN OPEN COURT/PRIVATE**

**The parties**

1. The applicant is XX
  - The respondent is YY
  - The second respondent is ZZ
- Specify if any party acts by a litigation friend*

**Definitions**

2. Children of the Family  
The “children of the family” are:
  - a. *[forename and surname]* born on *[date]*;
  - b. *[forename and surname]* born on *[date]*; and
  - c. etc
3. Family Home  
The “family home” shall mean *[insert address including postcode]* registered at HM Land Registry with title number *[insert]*.
4. Other properties  
*[for example]* “Blackacre” shall mean *[insert address including postcode]* registered at HM Land Registry with title number *[insert]*.
5. “The mortgage” shall mean the mortgage secured upon *[insert property]* in favour of *[insert name of mortgagee]*.

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. “The policy” shall mean the policy or policies issued by [insert company] and numbered [insert].
8. “The bank accounts” shall mean the following:
  - a. the account in [the [applicant’s]/[respondent’s] name]/[the parties’ joint names] with [insert name of bank/building society], with account number and sort code [insert];
  - b. the account in [the [applicant’s]/[respondent’s] name]/[the parties’ joint names] with [insert name of bank/building society], with account number and sort code [insert]; and
  - c. etc
9. “The joint bank accounts” shall mean the following:
  - a. the account in the parties’ joint names with [insert name of bank/building society], with account number [insert] and sort code [insert];
  - b. the account in the parties’ joint names with [insert name of bank/building society], with account number [insert] and sort code; and
  - c. etc
10. “CSA” shall mean the Child Support Agency, the Child Maintenance Enforcement Commission or such other state appointed agency operating within the United Kingdom as may from time to time replace either of them.
11. “CSA calculation” shall mean the assessment or calculation or periodic demand by the CSA.
12. “The pension arrangements” shall mean the following:
  - a. the pension arrangement/plan held by [insert party] with [insert name of scheme/plan provider] with reference number [insert]; and
  - b. the pension arrangement/plan held by [insert party] with [insert name of scheme/plan provider] with reference number [insert]; and
  - c. etc
13. “PPF” shall mean the Pension Protection Fund.
14. “PRPA” shall mean the person responsible for the pension arrangement.

## **Recitals**

15. (*In the case of an order made without notice*)
  - a. This order was made at a hearing without notice to the respondent. The reason why the order was made without notice to the respondent was [set out].

- b. The Judge read the following affidavits/witness statements [*set out*] and heard oral testimony from [*name*].
16. (*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 [*set out*].
17. **Collaborative recital**
- a. The parties have reached agreement as to the contents of this order under the collaborative family law process.
  - b. 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/dissolution of civil partnership 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.
  - c. On [*insert date*] 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.
18. **Introductory recital**  
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 others pensions;
  - d. All claims in respect of the contents of the family home / [*insert*] 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

#### **Agreements / Declarations**

19. 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]/[owned by the other], and neither of them has any liability for the debts of the other, except as provided for in this order.

20. 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].
21. The parties agree that the contents of the [family home] and/or [the property/ies] known as [*as in definition above*] shall [remain the absolute property of the person in whose possession they now are] / [shall be divided in accordance with schedule[s] *[insert number or letter]* attached to this order] / [shall be divided between the parties by agreement by *[insert date]*] and in the event that the parties cannot reach agreement by then either of them shall be free to make an application to the court for it to decide the issue, save that it is recorded that in the event that there has been no agreement, order or further application made to the court by *[insert]* all claims in respect of the contents of the [family home] and/or [the property/ies] shall be dismissed and such contents shall remain the absolute property of the person in whose possession they are as at that date] / [shall remain the absolute property of the [applicant]/[respondent] except for *[insert]* / [the items attached at schedule *[insert]* attached to this order which are to be retained by the [respondent]/[applicant] and shall be made available by the [applicant]/[respondent] for collection on or before *[insert date]*/on the date of completion of the sale of the property/or other specified event]]. The [applicant]/[respondent] agrees to give the [respondent]/[applicant] access to the [property] to collect such items on receiving *[insert]* days' notice from him/her of his/her wish to do so.
22. **Declaration as to solvency**
  - a. The [applicant]/[respondent] declares that [he]/[she] is solvent as at the date of [his]/[her] signing this order in that: (i) [he]/[she] is able to pay [his]/[her] debts as they fall due; and (ii) the value of [his]/[her] assets equals or exceeds the amount of [his]/[her] liabilities, including contingent and prospective liabilities;
  - b. The [applicant]/[respondent] declares that [he]/[she] signed as true the attached Statement of Information for a Consent Order at the same time as signing this order; and
  - c. The [applicant]/[respondent] undertakes that should there be any material changes to the Statement of Information between the date of [his]/[her] signing this order and the date upon which this order shall take effect, [he]/[she] shall notify the [respondent]/[applicant] in writing of such changes within five working days of learning of them.
23. **Declaration of intention not to seek a variation of a periodical payments order (*receiving party*)**

The [applicant]/[respondent] declares that it is not their intention to seek an increase of the order for periodical payments at paragraph *[insert]* below for themselves [and the children of the family] [for a period of at least *[insert]* years from the date of this order] / [for so long as the [respondent]/[applicant] does not [earn]/[become entitled to drawings] in excess of £*[insert]* gross [per annum] [RPI index-linked]] / except [in exceptional circumstances] / [in the event that [he]/[she] becomes unintentionally unemployed through no action or fault of their own] / [in the event that [he]/[she] suffers from severe illness or disability rendering them unable to work].

**24. Declaration of intention not to seek a variation of a periodical payments order (*paying party*)**

The [respondent]/[applicant] declares that it is not their intention to seek a decrease of the order for periodical payments at paragraph [insert] below in favour of the [applicant]/[respondent] [and the children of the family] [for a period of at least [insert] years from the date of this order] / [for so long as the [respondent]/[applicant] does not [earn]/[become entitled to drawings of] in excess of £[insert] gross [per annum] [RPI index-linked]] / [for so long as the [applicant]/[respondent] does not [earn]/[become entitled to drawings of] less than £[insert] gross [per annum] [RPI index-linked]] / except [in exceptional circumstances] / [unless there has been a material change in their or the [applicant's]/[respondent's] financial circumstances].

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

The [applicant]/[respondent] acknowledges that, if the [respondent]/[applicant] predeceases him/her, any claim that [he]/[she] may make against the [respondent's]/[applicant'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 [respondent]/[applicant] was ordered to pay them at paragraph [insert] below for themselves [and the children of the family].

**26. Declaration of intention not to apply to the CSA**

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

**Undertakings to the court**

**27. Undertaking to stand as guarantor**

- a. [The [applicant]/[respondent] shall stand as guarantor in relation to the mortgage secured upon [insert full address including postcode] in favour of [insert company] [for a term of [insert] 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 £[insert] to be taken out by the [respondent]/[applicant] on [his]/[her] purchase of [insert property] or such property [within England and Wales] as she shall [within one year of the date of this order offer to] purchase as 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 any liability [and that [he]/[she] shall be entitled to deduct the same from the periodical payments due to the [respondent]/[applicant] 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 *[insert period]*] / [for a period of *[insert]* months in any *[insert]* month period]] take all such steps as shall be necessary to procure the release of the [applicant]/[respondent] from all liability under the guarantee.

**28. Undertaking to discharge liabilities**

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 *[insert name of company]* numbered *[insert]*;
- b. the [monthly] repayments to *[insert name of company]* in respect of the hire purchase agreement with them numbered *[insert]* in respect of the *[insert car make and model]* with registration number *[insert]*;
- c. the [monthly] repayments *[insert name of company]* in respect of the loan agreement with them numbered *[insert]* in respect of *[insert]*;
- d. etc

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

- i. *[insert date]*;
- ii. the sale of the family home;
- iii. the [respondent's]/[applicant's] remarriage;
- iv. the death of either party;
- v. the retirement of the [applicant]/[respondent]; or
- vi. a court order discharging this obligation.

*[as appropriate]*

**29. Undertaking to discharge arrears**

The [applicant]/[respondent] shall discharge by *[insert 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 *[insert name of company]* numbered *[insert]*;
- b. the arrears which have accrued in respect of the hire purchase agreement with *[insert name of company]* numbered *[insert]* in respect of the *[insert car make and model]* with registration number *[insert]*;
- c. the arrears which have accrued in respect of the loan agreement with *[insert name of company]* numbered *[insert]* in respect of *[insert]*;
- d. etc

**30. Undertaking to use best endeavours to secure release from liabilities**

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 *[insert name of company]* numbered *[insert]* in respect of the *[insert car make and model]* with registration number *[insert]*;
- b. the loan agreement with *[insert name of company]* numbered *[insert]* in respect of *[insert]*;
- c. etc

**31. Undertaking to mitigate capital gains tax liability**

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) [insert] of this order:

- a. [set out as appropriate];

**32. Undertaking to maintain medical insurance cover**

- a. The [applicant]/[respondent] shall maintain the existing medical insurance cover, including paying promptly any premiums due, with [insert 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 [insert] 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 [insert] below shall subsist] at [specify scale of cover – e.g. at the same level of cover 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 [insert] 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 [insert] below in respect of them shall subsist] at [specify scale of cover – e.g. at the same level of cover currently provided].

**33. Undertaking to maintain medical insurance cover with employers**

- 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 [insert] 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 their full-time secondary education] / [for so long as the order for periodical payments at paragraph [insert] below in respect of 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 [insert 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 [insert] 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 their full-time secondary education] / [for so long as the order for periodical payments at paragraph [insert] below in respect of 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].
- 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 [insert] 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 [insert] below shall subsist] at [specify scale of cover – e.g. *at the same level of cover currently provided*].

**34. Undertaking to pay for medical insurance cover**

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 [insert] 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 [insert] below shall subsist] at [specify scale of cover].

**35. Undertaking to take out and maintain a life assurance policy**

- a. The [respondent]/[applicant] shall [forthwith] / [by [insert time] on the date [insert] days from the date of this order] [use [his]/[her] best endeavours to] take out with [insert company] / [a reputable United Kingdom insurance company] a policy of assurance on [his]/[her] life in the sum of [insert sum] [with/without profits] [for a term of [insert] years]/[for the whole of [his]/[her] life]/[to mature on [insert]] for the benefit 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 [insert] 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 their full-time secondary education] / [for so long as the order for periodical payments at paragraph [insert] 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].

**36. Undertaking to take out and assign a life assurance policy**

The [respondent]/[applicant] shall [forthwith] / [by *[insert time]*] on the date [insert] days from the date of this order] [use [his]/[her] best endeavours to] take out with [insert company] / [a reputable United Kingdom insurance company] a policy of assurance on [his]/[her] life in the sum of [insert sum] [with/without profits] [for a term of [insert] years]/[for the whole of [his]/[her] life]/[to mature on [insert]], and shall forthwith assign it absolutely to the [applicant]/[respondent], who shall be responsible for the payment of all premiums.

**37. Undertaking to give authority to insurance company to divulge information**

The [respondent]/[applicant] shall forthwith [upon taking out the policy referred to in recital [insert] above] irrevocably authorise [insert 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 [insert]] [at the cost of the [applicant]/[respondent]].

**38. Undertaking to undergo medical examination**

The [respondent]/[applicant] shall, within [insert] days of being asked to do so, undergo such medical examination [and provide such information] as may be required by [insert 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 [insert sum] / [in such sum as the [applicant]/[respondent] may reasonably require].

**39. Undertaking to surrender life assurance policy**

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

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

The applicant [and]/[or] the respondent shall retain and continue the insurance policy with [insert company] numbered [insert] 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. The applicant [and]/[or] the respondent shall pay promptly all of the premiums [equally] / [as to [insert] % by the applicant and as to [insert] % 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 [insert] % to the applicant and as to [insert] % to the respondent].

**41. Undertaking to obtain a get**

The [applicant]/[respondent] shall take all steps necessary to obtain a Get as soon as practicable, and 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 [insert 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 [insert] in accordance with the customs of the Jewish faith [and have filed such other documents [insert]].

**42. Undertaking not to disclose information**

The [applicant] and/or [respondent] shall not:

- a. 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;
- b. cause or facilitate publication in any form of the terms or particulars;
- c. 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
- d. [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].

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

**43. Lump sum order**

- a. The [applicant]/[respondent] shall pay to the [respondent]/[applicant] a lump sum of £[insert] by [insert time] on [insert date] / [by [insert time] on the date [insert] days after the date of this order] / [by [insert time] on the date [[insert] days after the date] of completion of the sale of [insert] referred to at paragraph [insert] 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 [insert date for payment]]/[within [insert] days of [insert 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 [insert] % 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 [insert date for payment]]/[within [insert] days of [insert date for payment]], the [applicant]/[respondent] shall pay to the [respondent]/[applicant] a further lump sum calculated as follows: £[insert] per day from [insert date for payment] until the lump sum payment referred to at paragraph [insert (a)] above is paid in full].

**44. Series of lump sum orders**

The [applicant]/[respondent] shall pay to the [respondent]/[applicant] the following lump sums:

- a. £[insert] by [insert time] on [insert date];
- b. £[insert] by [insert time] on [insert date]; and
- c. £[insert] by [insert time] on [insert date].

**45. Lump sum order by instalments**

The [applicant]/[respondent] shall pay to the [respondent]/[applicant] a lump sum of £[insert] payable by instalments as follows:

- a. as to £[insert] by [insert time] on [insert date];
- b. as to £[insert] by [insert time] on [insert date]; and
- c. as to the balance by [insert time] on [insert 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 [insert] days of] the due date for the instalment, the whole of the balance remaining of the lump sum of £[insert] shall become immediately payable to the [respondent]/[applicant] [and that in default of payment there shall be an order for sale of [insert property] pursuant to paragraph [insert] 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 [insert] % per annum], on the [remaining balance of each of the] instalments from [insert 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 £[insert] be secured upon [insert property] / [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].

**46. Transfers of property**

The [applicant]/[respondent] shall transfer to the [respondent]/[applicant] all [his]/[her] legal estate and beneficial interest in the [family home] / [property/ies] [as in definition above], [subject to the mortgage(s) [as in definition above] secured against the property], [on [insert date]] / [within [insert] days of [the date of this order] / [the date of decree absolute]] / [upon

[insert condition e.g. upon payment of the lump sum ordered in paragraph [insert]]].

**47. Order for sale**

The [family home] / [property/ies] [*as in definition above*] 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 [insert] for [insert price] / [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 [insert]] / [such price as may be agreed between the parties [in excess of [insert]] 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]/[*insert 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. [*insert 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 [*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 [insert] and in payment of the balance to the [respondent]/[applicant]] / [in payment of the balance as to [insert]% to the applicant and as to [insert]% to the respondent.

**48. Trust of land**

With effect from [the making of this order] / [the date of decree absolute or final order dissolving the civil partnership (*if decree absolute has not already been made or the civil partnership has not been dissolved*)] the [family home] / [property/] [*as in definition above*] 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 [insert]% to the applicant and as to [insert]% 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 sale/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 children of the family attaining the age of 18 years or ceasing 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;

- ii. the death of the [applicant]/[respondent]; or
- iii. the [applicant's] / [respondent's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [insert period]] / [for a period of [insert] months in any [insert] month period];
- c. the [applicant]/[respondent] shall [from the date of this order] / [insert] be [solely] / [jointly] / [insert] 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 / [insert] 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] shall be [the responsibility of the [applicant]/[respondent]] / [shared equally] / [insert], 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. 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] / [insert];
  - 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];
- g. if the [applicant]/[respondent] shall remain in occupation of the property for more than [insert] 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;
- h. 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

- i. 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.

49. **Transfer with charge back**

- a. The [applicant]/[respondent] shall [on or before *[insert date]*] / [within *[insert]* days [of the date of this order *[if decree absolute already made]*] / [of the date of decree absolute]] transfer to the [applicant]/[respondent] all [his]/[her] legal and beneficial interest in the [family home] / [property] [*as in definition above*] [subject to the mortgage(s) *[as in definition above]* 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 £*[insert]*] / [equal to *[insert]*% 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 attaining the age of 18 years or ceasing 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;
  - ii. the death of the [applicant]/[respondent];
  - iii. the [applicant's] / [respondent's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than *[insert period]*] / [for a period of *[insert]* months in any *[insert]* month period];
  - iv. voluntary vacation of the property by the [applicant]/[respondent] for a period in excess of *[insert]* months in any twelve month period; and
  - v. 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.

50. **Procure release from mortgage and to indemnify**

The [applicant]/[respondent] shall use [his]/[her] best endeavours to procure the release of the [respondent]/[applicant] from any liability under the mortgage [*as in definition above*] [by *[insert date]*]/[on or before completion of the transfer provided for by paragraph *[insert]*] / [within *[insert]* days of the date of this order], and shall in any event indemnify the [applicant]/[respondent] against all such liability.

**51. Payment of mortgage and outgoings on property**

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 [*as in definition above*];
- b. all [reasonable] sums due in respect of 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 [*insert property/ies as in definition above*]; and
- c. etc

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

- i. [insert date];
- ii. the sale of the family home;
- iii. the [respondent's]/[applicant's] remarriage;
- iv. the death of either party;
- v. the retirement of the [applicant]/[respondent]; or
- vi. a court order discharging this obligation.

[*as appropriate*].

**52. Payment of arrears of mortgage and outgoings on property**

The [applicant]/[respondent] shall discharge by [insert date], be solely responsible for and in any event indemnify the [respondent]/[applicant] against:

- a. the arrears which have accrued under the mortgage [*as in definition above*];
- b. the arrears which have accrued in respect of 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 [*insert property/ies as in definition above*];
- c. etc

**53. Payment of and indemnity in respect of CGT / other tax**

The [applicant]/[respondent] shall:

- a. discharge any liability for capital gains tax [or any other tax] consequent upon the implementation of paragraph(s) [insert] 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) [insert] of this order.

**54. Transfer of tenancy**

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

**55. Indemnity in respect of leasehold property**

The [applicant]/[respondent] shall:

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

**56. Variation of Settlement**

The ante/post-nuptial settlement dated [insert date] and made between [insert] and [insert] be varied so as to [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 [insert 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].

**57. Company resignation and transfer of shares**

- a. The [applicant]/[respondent] shall resign on or before [insert date] as director / company secretary of [insert name of company/ies].
- b. The [applicant]/[respondent] shall transfer to the [respondent]/[applicant] all / [insert]% of [his]/[her] [preference]/[ordinary] shares in [insert name of company/ies] by [insert date] / [within [insert] days of the date of this order].
- c. The [applicant]/[respondent] acknowledges that [he]/[she] has no claim against [insert 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 her involvement with [insert 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 [insert 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]].

**58. Company non-disclosure**

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

**59. Transfer of life policy**

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

**60. Maintenance pending suit / interim periodical payments**

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 £*[insert]* per annum, payable [weekly]/[monthly] [in advance] / [in arrears] by standing order from *[insert 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 £*[insert]* made on *[insert 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 £*[insert]* per annum, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on *[insert 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 £*[insert]* made on *[insert date]*].

**61. Spousal periodical payments order without a term**

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 £*[insert]* per annum, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on *[insert 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.

**62. Spousal periodical payments order with an extendable / non-extendable term**

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 £[insert] per annum, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert 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

*[Extendable Term:]*

- d. [insert date] / [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 the 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] death to apply for an order under the Inheritance (Provision for Family and Dependents) 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.

*[Non-Extendable Term:]*

- e. [insert date] / [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 the 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] death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

For the avoidance of doubt, the [respondent]/[applicant] may not apply for an order to extend this term.

**63. Secured spousal periodical payments order**

- a. The [applicant]/[respondent] shall by [insert time] on [insert date] / [by [insert time] on the date [insert] days after the date of this order] secure

periodical payments to be made to the [respondent]/[applicant] at the rate of £[insert] per annum. Such payments shall be made from [insert date] and continue until the first to occur of:

- i. the death of the [respondent]/[applicant];
  - ii. the [respondent's]/[applicant's] remarriage;
  - iii. [insert date]; or
  - iv. further order.
- b. Such payments shall be secured by the sum of £[insert] / [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 [insert] 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 [insert time] on [insert date] / [by [insert time] on the date [insert] 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].

**64. Child periodical payments order**

[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 £[insert] per annum per child, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert 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.

**65. Child periodical payments order whilst in tertiary education**

[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 £[insert] per annum per child, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert date], and shall end on each child respectively 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 £[insert] per annum per child, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert date], and shall end on each child respectively ceasing their full-time tertiary education [to first degree level] [including/excluding a gap year], whichever shall be the later, or a further order.

**66. Child periodical payments order for costs of disability**

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

- a. *[insert 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).

**67. Child periodical payments order – top-up order**

a. In circumstances where (a) the CSA has made a CSA 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 *[insert]* below in addition to the child maintenance payable in accordance with the CSA 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 £*[insert]* per annum per child] / [in the sum which, when added to the payments (if any) made by the [applicant]/[respondent] to the CSA pursuant to a CSA calculation, total £*[insert]* per annum whilst both children are provided for under the CSA calculation or £*[insert]* per annum whilst only one such child is provided for under the CSA calculation], payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on *[insert 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.

**68. Global order**

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 and the children of the family. Payments shall be at the rate of £*[insert]* per annum less any payments) made by the [applicant]/[respondent] to the CSA pursuant to a CSA calculation. Payments shall start on *[insert 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

- a. 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 £[insert] 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 [insert 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.
  - b. 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 £[insert] per annum per child, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert 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.
69. **School fees order – primary/secondary education**  
The [applicant]/[respondent] shall pay to the [respondent]/[applicant] [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 £[insert] [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 [insert] / [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, whose receipt shall be a sufficient discharge as agent for the [respondent]/[applicant].
70. **School fees order – tertiary education**  
The [applicant]/[respondent] shall pay to the [respondent]/[applicant] [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], whose receipt shall be a sufficient discharge as agent for the [respondent]/[applicant].

**71. Child Support Act 1991 clawback: charge or lump sum**

[The property known as *[insert property]* 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 CSA calculation to the [respondent]/[applicant] in respect of the child[ren] of the family [inasmuch as such sums exceed the monthly equivalent of £*[insert]* [for each child] [(automatically varied on *[insert 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 *[insert]* % per annum] from *[insert 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 child of the family attaining the age of 18 or ceasing full-time secondary education;
- iv. [the sale of the family home/property]; 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].

**72. Child Support Act 1991 clawback: adjournment of capital claims**

- a. In circumstances where the parties have agreed that (a) the provision made by this order fulfils the [applicant's]/[respondent's] responsibilities to the child[ren] of the family; (b) 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 CSA or otherwise; and (c) 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 [him]/[her] 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 *[insert]*]] for the purpose of recompensing [him]/[her], the [applicant's]/[respondent's] claims for a [lump sum order]/[property

- adjustment order in respect of [insert]] shall be adjourned generally with liberty to the [applicant]/[respondent] to restore.
- b. In the event of the [applicant]/[respondent] not having restored his claim(s) by [insert 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 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.

**73. Annual variation in periodical payments**

The periodical payments set out in paragraph [insert] [and paragraph [insert] above] shall be varied automatically on the “variation date”, which shall be on the date of the payment due in [insert 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 [insert] [and paragraph [insert] above] shall be varied automatically on the “variation date”, which shall be on the date of the payment due in [insert 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. [insert month] in the first instance) and the [retail prices index] / [consumer prices index] for the month 3 months before the variation date (i.e. [insert month] in the first instance);
- 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. [insert month] in the first instance) and the date 3 months before the variation date (i.e. [insert month] in the first instance). The [applicant]/[respondent] shall produce their P60 and last three payslips to the [respondent]/[applicant] by [insert 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.

**74. Payment of periodical payments by standing order**

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

Name of Bank/Building Society: [insert]  
Sort Code: [insert]  
Account Number: [insert]  
Name of account holder: [insert]

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

**75. Variation: periodical payments**

- a. Paragraph [insert] of the order in this matter dated [insert 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 £[insert] per annum, payable [weekly]/[monthly] [in advance]/[in arrears] by standing order. Payments shall start on [insert 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 [insert] of the order in this matter dated [insert date]].
- c. [The arrears under paragraph [insert] of the order in this matter dated [insert date] accrued to [insert date] shall be remitted.]

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

The order in this matter dated [insert date] shall be varied as follows:

- a. Paragraph [insert] 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 £[insert] by [insert time] on [insert 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 [insert] pension arrangement(s) with [insert 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 [insert] of the order in this matter dated [insert date] accrued to [insert date] shall be remitted.]

**77. Pension sharing order**

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] *[as in definition]* in accordance with the annex[es] to this order, it being agreed between the parties that in the event of the [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.

**78. Nomination of death in service benefit**

The [applicant]/[respondent] shall forthwith nominate the [respondent]/[applicant] to receive [not less than [insert]]% of the death in service benefit payable under such pension scheme(s) as he shall from time to time be a member of [subject to a sum not greater than [insert] times the annual amount of the periodical payments due to her] / [£[insert]]. 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.

**79. Pension attachment order**

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] *[as in definition]* 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.

**80. Clean break: capital**

Except as provided for in this order, the [applicant's]/[respondent's] claims for lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed.

**81. Clean break: capital and income**

Except as provided for in this order, the [applicant's]/[respondent's] claims for periodical payments orders, 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]/[applicant's] death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

**82. Costs**

[There shall be no order as to costs] / [The [applicant]/[respondent] shall pay £[insert] towards the [respondent's]/[applicant's] costs by [insert date]] / [The [applicant]/[respondent] shall pay the [respondent's]/[applicant's] costs by [insert date] [including the costs reserved by the order(s) made on [insert 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].

**83. Costs – no order save for detailed assessment of a party's publicly funded costs**

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.

**84. Costs – order against a publicly funded party**

The [applicant]/[respondent] shall pay [the [respondent's]/[applicant's] costs] / [[insert %] of the [respondent's]/[applicant's] costs], [summarily assessed at £[insert]] / [to be subject to detailed assessment in default of agreement between the parties], by [insert time] on [insert 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].

**85. Delayed costs order**

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] / [property] referred to in paragraph [insert] of this order.

**86. Costs – postponement of the legal aid charge**

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]].

**87. Liberty to apply**

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

Dated

*[Where undertakings have been given]*

**Notice pursuant to PD 33A para 1.4 and/or 2.2**

You XX, and you YY, may be sent to prison for contempt of court if you break the promise that have been given to the court

*and/or*

If you XX, and you YY, 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.

**Statements pursuant to PD 33A para 1.5 and/or 2.3**

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

*and/or*

I understand the undertaking that I have given, and that if I break my promise to the court to pay any sum of money, I may be sent to prison

.....

XX

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

*and/or*

I understand the undertaking that I have given, and that if I break my promise to the court to pay any sum of money, I may be sent to prison

.....

YY