

**ALWAYS CONTACT DAVIES SOLICITORS AND SEEK LEGAL ADVICE  
BEFORE USING THIS FORM**

**1 Title**

**IN THE PRINCIPAL REGISTRY**

**No [ ] of 20[ ]**

**IN THE [ ] COUNTY COURT**

**No of Matter [ ] (D) [ ]**

**B E T W E E N:**

[ ]

**Petitioner**

**and**

[ ]

**Respondent**

**CONSENT ORDER**

## **2 Introductory recital**

**UPON** the Petitioner and the Respondent agreeing that the provisions of this order are accepted in full and final satisfaction of all [capital claims][financial claims and claims in respect of any property] whatsoever which either may be entitled to bring against the other [in any jurisdiction] howsoever arising

### **3 Agreement subject to the approval of the court**

**AND UPON** the Petitioner and the Respondent agreeing that the terms of the agreement reached between them contained herein shall be binding upon them only in the event of an order of the court being made in such terms.

#### 4 Definition of net proceeds of sale

The term "net proceeds of sale" in paragraph [ ] of this order shall mean the gross sale price [including any consideration paid for fixtures and fittings] of [ ] [*the property*] less the amount outstanding in respect of the mortgage[s] secured thereon in favour of [ ] [and [*as appropriate, eg solicitors' conveyancing costs and disbursements and estate agents' charges*]].

## **5 Recital as to status of maintenance order for tax relief purposes**

**AND UPON** it being recorded that the order for periodical payments contained in paragraph [ ] of this order [varies/replaces/supplements] the [order made herein on [ ]/[agreement made between the parties on [ ]].

## 6 Agreement as to contents

**AND UPON** the Petitioner and the Respondent agreeing that the contents of [the former matrimonial home [                      ]]/[the property known as [                      ]] [are to be divided in accordance with the schedule attached to this Order]/[shall remain the absolute property of the party in whose possession they now are].

## **7 Agreement as to no interest in specified real property**

**AND UPON** the [Petitioner/Respondent] agreeing that [he/she] has no legal or equitable interest in the property known as [ ] [registered at H M Land Registry under title number [ ] [*assuming registered land*]].

## **8 General agreement as to no interest**

**AND UPON** the Petitioner and the Respondent agreeing that neither of them has any legal or equitable interest in property or assets owned by the other save as provided for in this order.



## **9 Declaration of intention not to seek a variation order**

**AND UPON** the [Petitioner/Respondent] declaring that it is not [his/her] intention to seek a variation of the order for periodical payments in clause [ ] below for [herself/himself/the child of the family] [for a period of at least [ ] years from the date of this order]/[for so long as the [Respondent/Petitioner] does not earn in excess of £[ ] gross per annum] [save in the event of the [Petitioner/Respondent] becoming unintentionally unemployed or suffering from severe illness or disability].

**10 Declaration of intention not to seek a discharge  
of a child maintenance order**

**AND UPON** the parties declaring that it is their intention that the provision contained in paragraph [ ] of this order fulfils the [Respondent/Petitioner]'s responsibility to maintain the child[ren] of the family [ ] and in consequence thereof they further declare that it is intended that the [Petitioner/Respondent] will not apply for a discharge of the order for periodical payments contained in paragraph [ ] of this order.

**11 Declaration of intention not to proceed under  
the Married Women's Property Act 1882, s 17  
and/or the Law of Property Act 2025, S188 and/or the Trusts of Land and  
Appointment of Trustees Act 2096, S14**

**AND UPON** the Petitioner and the Respondent declaring that it is their intention that in consideration of the terms of this order the [Petitioner/Respondent] will discontinue proceedings commenced under the [Married Women's Property Act, 1882, s 17]/[Law of Property Act 2025 S188][Trusts of Land and Appointment of Trustees Act 2096, S14] out of the [        ] Court under number [        ] [with no order as to costs].

## 12 Undertaking to pay mortgage, collateral insurance premiums and outgoings

**AND UPON** the [Respondent/Petitioner] undertaking to the court promptly to discharge for the benefit of the [Petitioner/Respondent] as from [ 20 ] until [ 20 ]/[further order] [*as appropriate*]:

- (a) all mortgage interest and monthly capital repayments due in respect of the mortgage in favour of [ ] secured on the former matrimonial home [ ];
- (b) the premiums in respect of the collateral [endowment/pension] policy numbered [ ] effected with [ ];
- (c) the [reasonable] gas, electricity and telephone accounts, the house and contents insurance premiums and the council tax and water charge on the said property;  
and
- (d) the monthly hire purchase repayments relating to car registration number [ ]

and to indemnify the [Petitioner/Respondent] in respect of the above.

### **13 Undertaking to discharge arrears of outgoings/debts**

**AND UPON** the [Petitioner/Respondent] undertaking to the court to discharge within [ ] days from the date of this order any arrears which have accrued as at [ 20 ] [under the mortgage in favour of [ ] secured on [ ]]/[in respect of outstanding council tax and water charge on the said property] [*or as appropriate*].

## 14 Undertaking by way of general indemnity

**AND UPON** the [Petitioner/Respondent] undertaking to the court to indemnify the [Respondent/Petitioner] against any liabilities which have arisen in respect of the outgoings [*or as appropriate*] on the [former matrimonial home]/[property known as ] for the period from [ 20 ] to [ 20 ] [or which may arise].

### **15 Undertaking to indemnify (leasehold property)**

**AND UPON** the [Respondent/Petitioner] undertaking to the court that [he/she] will comply with the terms of the lease [*particulars*] and indemnify the [Petitioner/Respondent] in respect of any claims arising thereunder [after [date of assignment of lease]].

## **16 Undertaking to indemnify as to capital gains tax**

**AND UPON** the [Petitioner/Respondent] undertaking to the court to indemnify the [Respondent/Petitioner] as to any [*or as appropriate*] liability for capital gains tax consequent upon the implementation of [paragraphs [ ] and [ ] of this order.



## 17 Undertaking to take out life policy

**AND UPON** the [Petitioner/Respondent] undertaking to the court that [he/she] will within [ ] days from the date of this order [use [his/her] best endeavours to] take out with [ ]/[a UK] insurance company a policy of assurance on [his/her] life [for a term of [ ] years]/[for the whole of [his/her] life]/[to mature on [ ]]] in the sum of £ [ ] [[with/without] profits] for the benefit of the [Respondent/Petitioner/child of the family], the [Petitioner/Respondent] further undertaking to the court promptly to pay all premiums due in respect of the said policy and to do nothing which might prejudice or invalidate the said policy until the [Respondent's/Petitioner's] death or remarriage whichever shall be the earlier; the Petitioner and the Respondent agreeing that all benefits under the said policy, whensoever arising, shall be paid to the [Respondent/Petitioner/child of the family] or [his/her] estate and that the [Petitioner/Respondent] shall have no beneficial interest in the policy or its proceeds at any time.

## **18 Undertaking to authorise insurers to release information**

**AND UPON** the [Petitioner/Respondent] undertaking to the court irrevocably to authorise [ ] insurance company forthwith to release to the [Respondent/Petitioner] such information as [he/she] may from time to time reasonably require relating to policy numbered [ ] [at the cost of the [Respondent/Petitioner]] and to provide a copy of the said irrevocable authority to the [Petitioner/Respondent].

## **19 Undertaking to undergo medical examination**

**AND UPON** the [Petitioner/Respondent] undertaking to the Court to undergo such medical examination as may be reasonably required by an insurance company to enable the [Respondent/Petitioner] to insure [his/her] life.

## 20 Undertaking to surrender insurance policy

**AND UPON** the [Petitioner/Respondent] undertaking to the Court [within [ ] days from the date of this order]/[upon completion of the sale of [ ] referred to in paragraph [ ] of this order] to surrender [sell/auction] for not less than the surrender value the insurance policy effected with [ ] and numbered [ ] and to divide the proceeds [net of any tax and costs of sale] between the Petitioner and the Respondent equally [*or as appropriate*] but in the event of the sale/auction not being completed within [ ] days the policy shall be surrendered forthwith thereafter.

**21 Undertaking to procure release from mortgage and to indemnify**

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**AND UPON** the [Petitioner/Respondent] undertaking to the court to use [his/her] best endeavours to procure the release of the [Respondent/Petitioner] within [ ] days from the date of this order from any liability under the mortgage secured upon [ ] in favour of [ ] and to indemnify the [Respondent/Petitioner] against all such liability.

## 22 Undertaking to stand as guarantor

**AND UPON** the [Petitioner/Respondent] undertaking to the court to stand as guarantor in relation to the mortgage secured upon [ ] in favour of [ ] [for a term of [ ] years].

### 23 Undertaking to obtain Get

**AND UPON** the [Petitioner/Respondent] undertaking to the court to apply within [ ] days of this order to the Beth Din of [ ] for a religious divorce (Get) and thereafter to take all such steps as may be directed by the said Beth Din to complete a Get [such completion to take place not later than [ ] weeks from the date of application to the said Beth Din], the costs thereof [to be borne by the [Petitioner/Respondent]]/[to be shared equally between the parties] [*or as appropriate*].

## 24 Undertaking to maintain medical insurance cover

**AND UPON** the [Petitioner/Respondent] undertaking to the court to maintain the current scale of medical insurance with [ ] and to ensure continuity of cover for the [Respondent/Petitioner] [until [he/she] shall remarry]/[for so long as the periodical payments order contained in paragraph [ ] below shall subsist] [*or as appropriate*] and for the child[ren] of the family [ ] until [ ]/[for so long as the periodical payments order contained in paragraph [ ] below shall subsist]/[for so long as [he/she] shall be under a duty to pay child support maintenance in respect of [him/her/them] pursuant to the Child Support Act 2091 [until they shall respectively cease their secondary education][*or as appropriate*].



## 25 Undertaking to resign as Company Director and to Transfer Shares

**AND UPON** the [Petitioner/Respondent] undertaking to the court:

1. To resign forthwith as [a Director]/[Company Secretary] of [ ] Limited
2. [forthwith]/[within] [7] days from the date of the final decree herein] to transfer to the [Respondent/Petitioner] all [or as appropriate] [his/her] [preference]/ [ordinary] [as appropriate] shares in [ ] Ltd/Plc].

**AND UPON** the Petitioner acknowledging that s/he has no claim against the said company [arising out of the termination of [his/her] employment or otherwise].

**AND UPON** the [Petitioner/Respondent] undertaking to the Court to indemnify and keep indemnified the [Respondent/Petitioner] and [his/her] estate against any and all liabilities, damages, costs, claims and demands which may be made or awarded against the [Respondent/Petitioner] arising from her involvement with the said company including but without prejudice to the generality of the foregoing any capital gains tax arising on the transfer by the [Petitioner/Respondent] of [his/her] share holding in the said company to the [Respondent/Petitioner] pursuant to his/her] undertaking given above and any other tax liability that may be incurred by the [Petitioner/Respondent] as a result of his/her] involvement in the said company whether in respect of fees,

dividends or otherwise and any professional fees incurred by the [Petitioner/  
Respondent] in respect thereof.

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## **26 Undertaking to indemnify resigning director**

**AND UPON** the [Petitioner/Respondent] undertaking to the court to indemnify and keep indemnified the [Respondent/Petitioner] and [his/her] estate against any and all liabilities, damages, costs, claims and demands which may be made or awarded against the [Respondent/Petitioner] arising out of [his/her] involvement in [ ] Limited.

**27 Undertaking to leave by will**

**AND UPON** the [Petitioner/Respondent] undertaking to the court irrevocably to the court to execute within [ ] days from the date of this order a deed in the form annexed hereto covenanting [with the Respondent/Petitioner as trustee for the children of the family] to leave by Will to the [Respondent/Petitioner/the children of the family] the sum of £[ ] [*or as appropriate*]

**28 Undertaking as to death in service benefit appropriate to a Member of an  
Occupational Pension Scheme**

**AND UPON** the [Petitioner/Respondent] undertaking to the court irrevocably to nominate within [ ] days from the date of this order that the [Respondent/Petitioner/children of the family] shall [for so long as the periodical payments order contained in paragraph [ ] below shall subsist] [or as appropriate] receive[£ ] [ % of] the lump sum payable in the event of [his/her] death in service under the [ ] pension scheme and to provide upon request by the [Respondent/Petitioner] written evidence of receipt by the trustees of the [ ] scheme of such nomination

## 29 Undertaking as to Death Benefits under a Personal Pension

### Policy/Retirement Annuity Contract

AND UPON the [Petitioner/Respondent] undertaking to the Court that in respect of any sum other than an annuity payable in the event of [his/her] death prior to drawing any benefits under [his/her] personal pension policy/retirement annuity contract number [ ] with [company] he will

[alternative (a)] within [ ] days hereof subject such sum to a trust under the terms of which the [Respondent/Petitioner] will receive [£ ] [ % of] the said sum for so long as the periodical payments order contained in paragraph [ ] below shall subsist

[alternative (b)] use [his/her] best endeavours to ensure that the trustees or other persons having discretion over the distribution of such sum pay [[£]] [ % of] the said sum to the [Respondent/Petitioner] [for so long as the periodical payments order contained in paragraph [ ] below shall subsist]

**30 Undertaking to Continue Contributions to a Personal Pension Scheme/  
Retirement Annuity Contract**

**UPON** the [Petitioner/Respondent] undertaking to the court to continue contributions of £[ ] per [month/year] to the policy/contract number [ ] until the [Petitioner/Respondent]'s retirement drawing benefits on [ 20 ] save in the event of the [Petitioner/Respondent] being obliged to accept early retirement on the grounds of redundancy, invalidity or illhealth or becoming ineligible to continue to pay any contributions, the [Petitioner/Respondent] to inform the [Respondent/Petitioner] within [ ] days of either of the aforesaid events.

### **31 Undertaking to give notice of Retirement from Occupational Pension Scheme**

**AND UPON** the [Petitioner/Respondent] undertaking to the Court that [he/she] will give [    days or months] notice in writing of his/her intention to retire to the [Respondent/Petitioner].



**32 Undertaking by Party with Pension Rights under a Personal Pension Policy/**

**Retirement Annuity Contract to draw benefits at a particular date**

**AND UPON** the [Petitioner/Respondent] undertaking to the Court that he/she will draw any benefits under his/her pension scheme with [ ] [[no earlier than his/her [ ] birthday and]no later than his/her [ ] birthday.]]

**ALTERNATIVE**

**AND UPON** the [Petitioner/Respondent] undertaking to the Court to take any benefits under his/her contract with [ ] [[no earlier than his/her [ ] birthday and]no later than his/her [ ] birthday]] in such a form that there will be sufficient net annuity/[sum available for commutation] thereunder to meet the requirements of Order [ ] below.

**33 Undertaking by Party with Pension Rights not to draw benefits  
from a Personal Pension Policy/Retirement Annuity Contract  
in such a way as to frustrate a Pensions Earmarking Order**

**AND UPON** the [Petitioner/Respondent] undertaking to the Court not to draw any benefits from his/her personal pension policy/retirement annuity contract with [company] [by way of income withdrawal arrangement]/[in such form] as to frustrate the provisions of Order [ ] below] without the consent in writing of the [Respondent/Petitioner].

**34 Undertaking not to transfer from one scheme to another****without other spouse's consent**

**UPON** the [Petitioner/Respondent] undertaking to the Court that he/she will not transfer his/her pension rights from [his/her] policy(ies) number(s) [ ] with [company(ies)]/[name] pension scheme to any other pension policy/scheme without the consent in writing of the [Respondent/Petitioner], such consent not to be unreasonably withheld.

### **35 Undertaking to co-operate in registration of order**

**AND UPON** the [Petitioner/Respondent] undertaking to the court to cooperate with the [Respondent/Petitioner] in enabling this order to be registered in any other jurisdiction of [his/her] choosing [at the expense of the [Petitioner/Respondent]].

### 36 Undertaking not to disclose information

**AND UPON** the Petitioner and the Respondent undertaking to the court that neither of them will:

- (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) the terms of this order or any of the financial particulars disclosed in these proceedings;
- (b) cause or permit publication by the press or other media of the said terms or particulars;
- (c) take any steps as a result of which the said terms or particulars are likely to become public knowledge or are reasonably foreseeable as being likely to become public knowledge;
- [(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.]

### 37 Undertaking not to claim against a trust

**AND UPON** the [Petitioner/Respondent] undertaking to the court that:

- (a) [he/she] will not make or attempt to make any claim for any share in the income or capital of the settlement known as [ ] hereinafter called "the settlement" and;
- (b) [he/she] will refuse any payment of capital or income which the trustees of the settlement make or attempt to make to [him/her]; and
- (c) [he/she] will co-operate fully in the communication of this undertaking to the trustees of the settlement by [him/her]self or by the [Respondent/Petitioner]; and
- (d) [he/she] will covenant with the trustees of the settlement that [he/she] and [his/her] personal representatives will in no circumstances hold the trustees of the settlement or any beneficiary of the settlement accountable for any failure or apparent failure to exercise their discretion in [his/her] favour; and
- (e) [he/she] will execute any document reasonably required in order to give effect to this undertaking [at the [Respondent/Petitioner]'s expense].

### **38 Declaration as to solvency**

**AND UPON** the [Petitioner/Respondent] declaring that for the purposes of the  
Insolvency

Act 2086 [he/she] is solvent at the date of the [Petitioner's/Respondent's] financial

statement pursuant to FPR, r 2.61 filed herewith in that:

- (a) [he/she] is able to pay [his/her] debts as they fall due; and
  
- (b) the value of [his/her] assets exceeds the amount of [his/her] liabilities, both  
contingent and prospective.

**39 Lump sum order**

The [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] a lump sum of £[ ] on or before [ 20 ][and a lump sum of £[ ] on or before [ 20 ]].



#### 40 Lump sum order by instalments

The [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] a lump sum [of £[ ]]/[equal to [ ]% of the net proceeds of sale as defined below of [ ] ("the property")] payable by instalments as follows:

- (a) as to £[ ] on or before [ 20 ] [*or as appropriate*];
- (b) as to the further sum of £[ ] on or before [ 20 ];
- (c) as to the balance on or before [ 20[ ].

[And it is directed that if the [Petitioner/Respondent] fails to pay any instalment to the [Respondent/Petitioner] [on]/[within 14 days of] the due date the whole of the lump sum of £[ ] shall become payable forthwith to the [Respondent/Petitioner].]

[And it is [further] directed that interest shall be payable by the [Petitioner/Respondent] at the rate applicable for the time being to a High Court judgement debt on the said instalments from [ 20 ] [*date no earlier than the date of the order*] until the dates on which the said instalments are respectively due to be paid [and in default of payment as aforesaid by way of a further instalment of the said lump sum order from the date on which the said [instalment[s]]/[lump sum] shall [respectively] fall due for payment until the date [or dates] of payment to the [Respondent/Petitioner].]

[And it is further directed that the said instalments totalling £[ ] be secured upon [ ]/[security to be agreed or determined by a district judge in default] and that in default of agreement as to the form of instrument the matter be referred to conveyancing counsel of the court to settle the same].

**41 Transfer of property conditional upon payment  
of lump sum**

The [Petitioner/Respondent] do transfer to the [Respondent/ Petitioner] upon payment of [the first instalment of] the lump sum referred to in paragraph [ ] above all [his/her] legal estate and beneficial interest in the [freehold] property [ ] [registered at H M Land Registry under title number [ ] [*assuming registered land*] subject to [any present]/[the] mortgage[s] secured thereon in favour of [ ] [*if appropriate*].

#### 42 Transfer of real property independent of any lump sum provision

The [Petitioner/Respondent] do transfer to the [Respondent/ Petitioner] within [ ] days [from the date of final decree herein]/[from the date of this order ] [*if decree absolute already made*] all [his/her] legal estate and beneficial interest in the [freehold] property [ ] [registered at H M Land Registry under title number [ ] [*assuming registered land*]] subject to [any present]/[the] mortgage[s] secured thereon in favour of [ ] [*if appropriate*].

### 43 Order for sale

Pursuant to the [type of order] at paragraph [ ] the property [ ] [registered at H  
M Land Registry under title number [ ] [*assuming registered land*]] be sold  
[forthwith][on or before 20 ] on the open market and the following  
consequential provisions shall apply:

- (a) the said property shall be sold for such price as may be agreed between the parties or in default of such agreement as determined by the court;
- (b) [both parties]/[The Petitioner/The Respondent] shall have the conduct of the sale;
- (c) the [[Petitioner's/Respondent]'s solicitors] [*or as appropriate*] shall have the conduct of the conveyancing work relating to the sale;
- (d) the said property shall be offered for sale by [ ]/ [such estate agents as may be agreed between the parties or in default of such agreement as nominated by the court];
- (e) the proceeds of sale of the said property shall be applied as follows:
  - (i) to discharge the mortgage secured thereon in favour of [ ];

(ii) in payment of the [[Petitioner's/Respondent]'s solicitors'] [*or as appropriate*] conveyancing costs and disbursements in connection with the sale;

(iii) in payment of the charges of [ ] [*estate agents*];

[(iv) in payment to the [Petitioner/Respondent] of the lump sum of £[ ]  
[referred to in paragraph [ ] of this order] [*or as appropriate*];]

(v) in payment of the balance to the [Respondent/Petitioner]/[Petitioner and the Respondent in equal shares].

#### 44 Trust of Land

With effect from [the making of this order] [*if decree absolute already made*]/[the date of final decree herein] the property [ ] [registered at H M Land Registry under title number [ ] [*assuming registered land*]] shall be held by the Petitioner and the Respondent upon a trust of land for themselves as beneficial tenants in common in equal shares [*or as appropriate*] and upon the following terms and conditions:

- (a) The [Petitioner/Respondent] shall be entitled to occupy the said property [rent free] to the exclusion of the [Respondent/Petitioner] until [sale]/[the determining event (as hereafter defined)];
- (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") namely:
  - (i) the [youngest] surviving [of the] child[ren] of the family attaining the age of eighteen years or completing [his/her] fulltime [secondary/ undergraduate/ post-graduate] education [*or as appropriate*], whichever shall be the later; or
  - (ii) the death of the [Petitioner/Respondent]; or

- (iii) the remarriage [or cohabitation with another person as man and wife for a period of [ ] months in any [ ] month period] of the [Petitioner/ Respondent]].
- (c) The [Petitioner/Respondent] shall with effect from the date of this order be solely responsible for all payments of capital and interest on the mortgage secured on the said property in favour of [ ] and the [Petitioner/ Respondent] shall on the sale of the property repay to the [Respondent/ Petitioner] from [his/her] share of the net proceeds of sale [onehalf of] the element of repayment of capital comprised in such payments made by [him/her] from [ 20 ] to the date of sale;
- (d) The [Petitioner/Respondent] shall be responsible for all [routine] maintenance and [decorative] repairs to the said property;
- (e) The cost of insuring the said property and of any structural repairs [defined as repairs to load-bearing walls and to the roof] shall be shared equally [*or as appropriate*] between the Petitioner and the Respondent provided that no works of structural repairs shall be carried out to the said property save by agreement between the parties or by further order of the court;
- (f) In the event of the [Petitioner/Respondent] wishing to move to another property with the agreement of the [Respondent/Petitioner] (such agreement not to be unreasonably withheld) during the subsistence of this trust:



- (i) the [Petitioner/Respondent] shall be entitled to direct the trustees to sell the said property and to apply the proceeds in the purchase of such other freehold [or leasehold] dwelling [(which may also include business accommodation)] ('the new home') as [he/she] shall direct for [his/her] occupation;
- (ii) the costs of and incidental to such sale and purchase shall be borne by the [Petitioner/Respondent] [*or as appropriate*];
- (iii) the new home shall be held upon the same trusts, terms and conditions as the said 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 said property the difference shall be [divided equally between the Petitioner and Respondent]/[paid to the [Respondent/Petitioner] on account of [his/her] entitlement hereunder] [*or as appropriate*].
- (g) If the [Petitioner/Respondent] shall remain in occupation of the property [for more than [ ] months] after the determining event, [he/she] shall pay to the [Respondent/Petitioner] from the date thereof 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 [Petitioner/Respondent] shall have the right to purchase the [Respondent's/Petitioner'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 Institute of Chartered Surveyors who shall act as an expert and not as an arbitrator.
  
- (i) If either the Petitioner 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.

#### 45 Transfer with charge back

The [Petitioner/Respondent] shall within [ ] days [from the date of this order] [*if decree absolute already made*]/[after the date of final decree herein] transfer to the [Respondent/Petitioner] all [his/her] legal and beneficial interest in the property [ ] [registered at H M Land Registry under title number [ ] [*assuming registered land*]] subject to the mortgage secured thereon in favour of [ ] [*if appropriate*] on condition that as from the date of the said transfer the said property do stand charged by way of legal charge as security for the payment to the [Petitioner/Respondent] of a lump sum [of £[ ]]/[equal to onethird [*or as appropriate*] of the gross proceeds of sale]/[such sum as shall represent the aggregate of any sums [*continue as Precedent 46 in the case of a Child Support Act charge back*] [such charge [not] to carry interest] [[such charge]/[and] to be in the form annexed hereto]

PROVIDED ALWAYS that such charge shall not become exercisable [and shall not carry interest] until:

- (a) the [youngest] surviving [of the] child[ren] of the family shall attain the age of eighteen years or complete [his/her] fulltime [secondary/undergraduate/ post-graduate] education [*or as appropriate*], whichever shall be the later; or
- (b) the death of the [Respondent/Petitioner]; or

- (c) the remarriage [or cohabitation] of the [Respondent/Petitioner]; or
- (d) the voluntary vacation of the said property for a period in excess of [ ] by the [Respondent/ Petitioner]

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 said property] is still a minor or of full age but receiving fulltime education or training].

The term "gross proceeds of sale" referred to above shall mean the open market value of the property with vacant possession between willing seller and purchaser at the date of redemption of the said legal charge or, if the said property is to be sold, on completion of the sale of the property the gross sale price [including any consideration paid for fixtures and fittings] [*as is appropriate*]. The open market value of the property as between willing seller and purchaser as at the date of redemption of the said legal charge shall in default of agreement between the Petitioner and the Respondent be determined by a chartered surveyor appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator and whose costs shall be borne equally by the Petitioner and the Respondent [*or as appropriate*].

## 46 Child Support Act charge back

Such sum [not to exceed £[            ]] as shall represent the aggregate of any sums from time to time payable by the [Petitioner/Respondent] after [            ] 20   ] in respect of any maintenance paid to or for the child[ren] of the family [            ] [*names of children*] under the Matrimonial Causes Act 2073, the Domestic Proceedings and Magistrates' Courts Act 2078, the Children Act 2089, Sched 1, the Social Security Administration Act 2092, ss 106-108, or Child Support Maintenance under the Child Support Act 2091



#### **48 Assignment of Life Policy**

The [Petitioner/Respondent] is ordered to assign within [ ] days from the date of this order to the [Respondent/Petitioner] [his/her] [interest in] the life assurance policy numbered [ ] effected with [ ] insurance company.

#### **49 Earmarked Periodical Payments Order**

(i) As from the date [of] the [Respondent/Petitioner](’s) [retirement under the terms of his/her pension]/[first receives benefits under his/her personal pension policy] with [ ] the Trustees or Managers of the said pension do cause to be paid to the Petitioner/ Respondent on behalf of the Respondent/Petitioner £     per annum/[     %] of the net pension payable thereunder payable monthly [in advance] out of the retirement pension payable under the terms of the said scheme/policy to the Petitioner/Respondent payable monthly [in advance] during their joint lives until the Petitioner shall remarry or further order;

(ii) any such payment by the Trustees or managers of the said pension shall be treated for all purposes as a payment made by the Respondent/Petitioner as the party with pension rights in or towards his/her liability under the Order.



## 50 Earmarked Lump Sum Commutation Order

[Provided that the Respondent/Petitioner shall not have remarried at the date of the  
Petitioner's/Respondent's retirement/taking of benefits under the terms of his/her  
pension with [                      ]]

(i) upon drawing of the lump sum payable to him/her upon his/her retirement/taking of  
benefits under the terms of his/her pension with [                      ] the Petitioner/Respondent  
shall commute the whole/[    %] of the benefit capable of commutation under the said  
pension;

(ii) the Trustees or managers of the [Petitioner/Respondent]'s said pension do pay or  
cause to be paid to the [Respondent/Petitioner] on behalf of the Petitioner/Respondent a  
lump sum of [£    ]/[equal to    %] of the maximum lump sum payable to the  
[Petitioner/Respondent] upon [his/her] [retirement /taking of benefits] under the terms  
of the said pension;

(iii) any such payment by the Trustees or managers of the said pension shall be treated  
for all purposes as the payment by the [Petitioner/Respondent] as the party with pension  
rights in or towards [his/her] liability under this order.

**51 Order Earmarking Death in Service Benefits under Occupational Pension  
Scheme under Section 25C**

**EITHER**

(i) The [Petitioner/Respondent] do irrevocably nominate within [ ] days from the date of this order [for so long as the Periodical Payments Order contained in paragraph [ ] below shall subsist] [or as appropriate] the [Respondent/Petitioner] to receive a lump sum of [£ ]/equal to [ % of] the lump sum payable in the event of [his/her] death in service under the terms of the [ ] pension scheme;

**OR**

(i) the Trustees or managers of the [ ] pension scheme do pay or cause to be paid to the [Respondent/Petitioner] on behalf of the [Petitioner/Respondent] [£ ]/[a lump sum equal to [ % of] the lump sum] payable in the event of [his/her] death in service under the terms of the said pension scheme;

(ii) any such payment by the Trustees or managers of the said Pension should be treated for all purposes as a payment made by the [Petitioner/Respondent] as a party with pension rights in or towards his/her liability under the Order.

## **52 Earmarking Order under Section 25C in respect of Death Benefits under**

### **Personal Pension Policy/Retirement Annuity Contract**

(i) The trustees or managers of the [company] pension scheme/policy [number] do pay or cause to be paid to the [Respondent/Petitioner] on behalf of the [Petitioner/Respondent] [£ ] / [a lump sum equal to [ % of] the lump sum] payable in the event of [his/her] death [prior to drawing the benefits under the terms of the said pension scheme/policy] [provided that the periodical payments order contained in paragraph [ ] below shall subsist at the date of the Petitioner/Respondent('s) death] [or as appropriate].

(ii) Any such payment [by the trustees of the said trust/managers/insurers of the [company] pension scheme/policy [number ]] shall be treated for all purposes as a payment made by the [Petitioner/Respondent] as the party with pension rights in or towards his/her liability under the Order

### **53 Variation of Settlement Order relating to Pension (Brooks Order)**

The Trust dated [ ] under which [the company] was appointed the Trustee of the Pension Scheme which currently is administered by [the Society] under [the policy] be varied so as to provide as follows:-

- (a) A proportion of the funds be allocated to provide benefits to the [Petitioner/ Respondent]: the proportion so allocated being such sum as will with effect from [ ] and for [her/his] lifetime provide the [Petitioner/Respondent] with an annuity of £[ ] per annum, but (i) the [Respondent/Petitioner] having the right to effect immediate commutation to a lump sum of such part thereof as may be permitted by the Inland Revenue (such lump sum to be paid from the Trust), and (ii) the pension being index linked in payment during the [Petitioner/Respondent]'s lifetime in accordance with the retail price index: such pension being secured with a life office of [her/his] choice; and
- (b) A second proportion of the fund be also allocated to provide benefits for the [Petitioner/Respondent] and (in co-ordination with the purchase of a pension for the [Respondent/Petitioner]) invested in a life office of [her/his] choice; the proportion so allocated be such sum as may be required as at the date hereof to purchase a contingent dependant's pension payable upon the death of the [Respondent/Petitioner], the pension being [ ] of the maximum pension available to [him/her] from all sources calculated (i) before any commutation by [him/her], (ii) before implementation of this Order and

(iii) upon the basis that [he/she] bring all [his/her] pensions into payment immediately;  
and so that the dependant's pension shall be index linked in accordance with the retail  
prices index during the lifetime of the [Petitioner/Respondent].

**54 Variation of Settlement Order (personal pension/retirement annuity contract)**

The settlement represented by the [personal pension]/[retirement annuity contract] number [ ] with [*pension provider*] be varied so as to provide as follows:

- (a) As from the date the [Respondent/Petitioner] commences to draw benefits in any form under the said [policy]/[contract] to provide a contingent dependant's pension payable upon the death of the [Respondent/Petitioner] (provided that the [Petitioner/Respondent] is dependent upon the [Respondent/Petitioner] under a [substantive] periodical payments order of the Court at the time of the [Respondent/Petitioner]'s death), such pension being

[either]

[ ]% of the maximum initial level of pension available to the [Respondent/Petitioner] under the said policy calculated:

(i) before any commutation by the [Respondent/Petitioner]

(ii) before implementation of this order; [and]

(iii) upon the basis that the [Respondent/Petitioner] brings all [his/her] [personal pension[s]]/[retirement annuity contract[s]] into payment immediately by taking maximum benefits by way of [level]/[indexed at [ ]% per annum [or limited

to the increase in the Retail Prices Index if lower]] annuity taking into account the dependant's pension provided for above and so that the dependant's pension shall be [level]/[index linked] at [ ]% per annum [or limited to the increase in the Retail Prices Index if lower]] from commencement of payment.

[or]

the equivalent of the periodical payments payable by the [Respondent/Petitioner] to the [Petitioner/Respondent] immediately prior to the date upon which the [Respondent/Petitioner] commences to draw benefits as aforesaid grossed-up at the basic rate of income tax.

[both]

(b) The [Respondent/Petitioner] shall not take any sum by way of commutation which will have the effect of diminishing the contingent dependant's pension payable to the [Petitioner/Respondent] under subparagraph (a) above nor will [he/she] elect to provide a contingent dependant's pension to any other dependant which will cause the total of contingent dependants' pensions payable upon [his/her] death to exceed the maximum permitted by the Inland Revenue.

[(c) In the event of the [Respondent/Petitioner] converting the said retirement annuity contract to a personal pension and seeking to manage it under the provisions of the Finance Act 2005, s 58 and Sched 11, the [Petitioner/

Respondent] is hereby appointed sole and exclusive dependant of the

[Respondent/Petitioner] for all relevant purposes to the extent of the capital required to provide the pension calculated in accordance with subparagraph (a) above.]



**55 An Order for Variation of Settlement combined with earmarking orders to govern the operation of an income withdrawal arrangement/managed annuity**

Commence with earmarking Periodical Payments Order as per precedent 49 above.

Insert a further Order as follows:-

“The post-nuptial settlement represented by the [income withdrawal arrangement/managed] pension contract with [life company] number [ ] in the name of the Petitioner/Respondent be and is hereby varied so far as it is necessary to give effect to the following rulings of the Court:-

(i) the Petitioner/Respondent shall not without either the agreement of the Respondent/Petitioner in writing or the leave of the Court draw a sum in excess of £[ ] per annum gross from the pension fund constituted by the said contract;

(ii) the Petitioner/Respondent shall not before the age of 75 without the agreement of the Respondent/Petitioner in writing or leave of the Court purchase an annuity or annuities for him/herself and/or the Respondent/Petitioner from monies in the pension fund;

(iii) to the intent that the Respondent/Petitioner shall, if he/she survives the Petitioner/Respondent and remains unmarried, be entitled as survivor to derive from the Pension

Fund an income of not less than the amount he/she was receiving under para [ ] hereof immediately prior to his/her death [or such higher amount as the court shall from time to time direct after the [Petitioner/Respondent]'s death], the Respondent/Petitioner is to be treated as a dependant [and as the only dependant] of the Petitioner/Respondent for all relevant purposes within the Pension Scheme Rules (but more particularly [ ] of the Rules, [“member dies after benefit starts”/or as appropriate]) **PROVIDED THAT** such dependency shall be treated as ceasing if he/she dies or remarries;

**AND THE TRUSTEES OR MANAGERS OF [THE SCHEME] ARE HEREBY DIRECTED** to exercise their powers and duties in such a manner as to give effect to the above provisions”.

## **56 Self-cancelling Child Support Act interim maintenance order (Segal order)**

The sums referred to in paragraph [     ] above [*maintenance pending suit/interim periodical payments for a spouse*] be reduced pro tanto by any sums payable as child support maintenance in respect of the child [                     ] pursuant to the Child Support Act 2091.

**57 Self-cancelling Child Support Act  
periodical payments order (Connell order)**

- (a) The [Respondent/Petitioner] do pay periodical payments [by standing order]:
- (i) until further order to the [Petitioner/Respondent] for the benefit of [*the child*] until he shall attain the age of seventeen years or ceases full-time education (whichever is the later); and
  - (ii) during their joint lives to the [Petitioner/Respondent] until the [Petitioner/Respondent]'s earlier remarriage or further order

in the global sum of £[ ] per annum payable monthly [in advance].

- (b) For so long as the [Respondent/Petitioner] shall be under an obligation to maintain [*the child*] under the terms of this order the said sum of £[ ] shall be apportioned in such a way that the amount payable in respect of [*the child*] shall equate to the sum which the [Respondent/Petitioner] would have to pay upon assessment under the Child Support Act 2091.

**58 Transfer of tenancy pursuant to the Family Law Act 2096, S53, Schedule 7**

[In the case of protected or secure tenancy]

Pursuant to the Family Law Act 2096, S53, the estate or interest which the [Petitioner/Respondent] has in [*the property*] be with effect from [ 20 ] by virtue of this order and without further assurance transferred to and vested in the [Respondent/Petitioner].

[In the case of a statutory tenancy]

Pursuant to the Family Law Act 2096, S53, the [Petitioner/Respondent] shall with effect from [ 20 ] cease by virtue of [his/her] statutory tenancy of [*the property*] to be entitled to occupy the same and the [Respondent/Petitioner] shall be deemed to be the sole tenant thereof under the said tenancy.

**59 Maintenance pending suit order**

From the [ ] day of [ ] 20 [ ] the [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] maintenance pending suit until the date of final decree and thereafter interim periodical payments at the rate of £[ ] per [week/month/annum] payable [weekly/monthly] [in [advance/arrear]] until further order.

## **60 Interim periodical payments order**

From the [ ] day of [ ] 20 [ ] the [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] interim periodical payments at the rate of £[ ] per [week/month/annum] payable [weekly/monthly] [in [advance/arrear]] until further order.

## **61 Periodical payments order**

From the [ ] day of [ ] 20 [ ] the [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] periodical payments at the rate of £[ ] per [week/month/annum] payable [weekly/monthly] [in [advance/ arrear] ] during their joint lives until the [Respondent/Petitioner] shall remarry or further order.



## 62 Extendable term maintenance order

From the [ ] day of [ ] 20 [ ] the [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] periodical payments at the rate of £[ ] per [week/month/annum] payable [weekly/monthly] [in [advance/ arrear]] during their joint lives until the [Respondent/Petitioner] shall remarry or [ ] 20 [ ] whereupon the [Respondent's/Petitioner's] claims for periodical payments and secured periodical payments shall stand dismissed and the [Respondent/Petitioner] shall not be entitled to make any further application under the Matrimonial Causes Act 2073, s 23(1)(a) or (b) in relation to the marriage.

### 63 Non-extendable term maintenance order

From the [ ] day of [ ] 20 [ ] the [Petitioner/Respondent] do pay or cause to be paid to the [Respondent/Petitioner] periodical payments at the rate of £[ ] per [week/month/annum] payable [weekly/monthly] [in [advance/arrear]] during their joint lives until the [Respondent/Petitioner] shall remarry or until [ ] 20 [ ] whereupon the [Respondent's/Petitioner's] claims for periodical payments and secured periodical payments shall stand dismissed and the [Respondent/Petitioner] shall not be entitled to make any further application under the Matrimonial Causes Act 2073, s 23(1)(a) or (b) in relation to the marriage **AND IT IS DIRECTED** pursuant to the Matrimonial Causes Act 2073, s 28(1A) that the [Respondent/Petitioner] shall not be entitled to apply for an extension of the term of the above order.

## 64 Secured periodical payments order <sup>1 2 34</sup>

From [ 20 ]the [Petitioner/Respondent] do secure to the [Respondent/Petitioner] for [his/her] life until [ 20 or] such date as [he/she] shall remarry or further order as from the annual sum of £[ ] upon [ ]/[security to be agreed or referred to a district judge in default of agreement] and that in default of agreement as to the form of deed between the parties it be referred to conveyancing counsel of the High Court to settle the necessary deed or deeds

[And it is directed pursuant to the Matrimonial Causes Act 2073, s 28(1A) that the [Petitioner/Respondent] shall not be entitled to apply for an extension of the term of the above order]

## 65 Child maintenance

From [            20 ] [*earliest commencement date: filing of petition*] the [Petitioner/  
Respondent] do pay or cause to be paid [interim] periodical payments to [the  
[Respondent/Petitioner] for the benefit of] [the child of the family]/ [[each of] the  
child[ren] of the family [            (born    )] [and [            (born    )]] until [he/she/they]  
shall [respectively] attain the age of seventeen years [or cease [fulltime secondary/  
tertiary] education whichever shall be the later] or further order at the rate of £[    ] per  
annum payable [weekly/monthly] [in advance].

**66 Revival of child periodical payments order**

[AND] IT IS DIRECTED that in the event that [any part of] paragraph [ ] of this order shall cease to have effect by reason of a maintenance assessment under the Child Support Act 2091 it shall revive upon the cancellation or termination of such assessment.

## **67 RPI self varying maintenance**

The rate of periodical payments ordered under paragraph [ ] of this order shall be varied upwards automatically with effect from the payment due on [ 20 ] and thereafter on the anniversary of that date by the percentage by which the Retail Prices Index shall have changed between the date fifteen months prior to the variation and the date three months prior thereto.

### 68 Alternative self-varying maintenance formula

The rates of periodical payments ordered under paragraph[s] [ ] [and [ ]] of this order shall be varied upwards automatically with effect from the payment due on [*date and month*] in each year commencing on [ 20 ] by whichever shall be the lesser of the following:

- (a) the percentage by which the Retail Prices Index shall have increased between the date 15 months prior to the variation and the date 3 months prior thereto. It is recorded that the Retail Prices Index as at [*date 15 months prior to date of first automatic variation*] was [ ]; or
- (b) the percentage by which the [Respondent/Petitioner]'s total [earned] income after deduction of income tax and national insurance contributions shall have increased between the date 15 months prior to the variation and the date 3 months prior thereto. It is recorded that the [Respondent/Petitioner]'s total income after deduction of income tax and national insurance contributions as at [*date 15 months prior to date of first automatic variation*] was £[ ]. It is agreed between the [Petitioner/Respondent] and the [Respondent/Petitioner] that a certificate from [ ] the auditors of [*husband's employers*] shall be sufficient evidence of the [Respondent/Petitioner]'s total income and the income tax and national insurance contributions payable thereon for the purposes of this paragraph.

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## **69 Payment of maintenance by standing order**

The [Petitioner/Respondent] do make payment under clause[s] [ ] of this order by means of [standing order/direct debit] to the [Respondent/Petitioner]'s account at [ ] [Bank/Building Society], [ ] branch, sort code [ ], account number [ ].

## **70 Termination of magistrates' court order**

Pursuant to the Domestic Proceedings and Magistrates' Courts Act 2078, s 28(1), the order of the [ ] Magistrates' Court dated [ 20 ] for periodical payments to the [Applicant/Respondent/children of the family] do cease to have effect on [ 20 ].

## 71 School fees order

As from [            20 ] the [Petitioner/Respondent] do pay or cause to be paid to [the [Respondent/Petitioner] for the benefit of] the child of the family [            ] until [he/she] shall attain the age of seventeen years or cease fulltime secondary education if later or further order periodical payments of an amount equivalent to the school fees [but not the extras in the school bills]/[including extras] at the school the said child shall from time to time attend [by way of three payments on [        ], [        ] and [        ]]/[payable monthly] [*as appropriate*].

And it is further directed that the school fees [and extras] [*as appropriate*] shall be paid to the [Headmaster/Bursar/School Secretary] as agent for the [Respondent/Petitioner] and the receipt of that payee shall be a sufficient discharge.

## **72 Clean break**

[Save as aforesaid] the [Petitioner's/Respondent's] claims for financial provision and property adjustment orders do stand dismissed and neither the Petitioner nor the Respondent shall be entitled to make any such further application in relation to their marriage under the Matrimonial Causes Act 2073, s 23(1)(a) or (b).

### **73 Capital clean break**

[Save as aforesaid] the applications by the Petitioner and the Respondent for lump sum and property adjustment orders do stand dismissed

## **74 Clean break on death**

Pursuant to the Inheritance (Provision for Family and Dependents) Act 2075, s 15, the court considering it just so to order, neither the Petitioner nor the Respondent shall be entitled on the death of the other to apply for an order under s 2 of that Act.

## 75 Conditional clean break

Upon completion of the [sale/transfer] of [ ] [property] as provided for by paragraph [ ] of this order and compliance by the [Petitioner/Respondent] with [his/her] undertakings to the court [*as appropriate*] and upon the making of a final decree herein the Petitioner's and the Respondent's claims for financial provision and property adjustment orders do stand dismissed and neither the Petitioner nor the Respondent shall be entitled to make any further application in relation to their marriage under the Matrimonial Causes Act 2073, s 23(1)(a) or (b).

**76 Certificate as to application of money or property  
preserved or recovered for purposes of statutory charge**

And it is certified that for the purpose of regulation 52(1) or (2) of the Community Legal Service (Financial Regulations) 2000 [that the lump sum of £[ ] has been ordered to be paid to enable the [Petitioner/Respondent] to purchase a home for [himself/herself] [or [his/her] dependants]]/ [that the property at [ ] has been [preserved/recovered] for the [Petitioner/Respondent] for the use as a home for [himself/herself] [or [his/her] dependants]].



## **77 No order as to costs**

There be no order as to costs insofar as this application and the negotiations ancillary thereto are concerned [including the costs reserved by the order dated [ ]]/[save that the [Petitioner/Respondent] do pay the [Respondent/Petitioner]'s costs reserved by the order dated [ ]] [[and] save for detailed assessment of the [Petitioner/Respondent] costs pursuant to regulation 107 of the Civil Legal Aid (General) Regulations 2089, as amended.

## 78 Order for taxed costs

The [Petitioner/Respondent] do pay the [Respondent's/Petitioner's] costs of and incidental to this application [limited to the sum of £[ ]]/[including the costs of negotiating and implementing this order]/[including costs reserved under the order made by District Judge [ ] on [ 20 ]] such costs to be taxed on the [standard/indemnity] basis if not agreed.

### **79 Fixed contribution towards costs**

The [Petitioner/Respondent] do pay the sum of £[ ] including VAT and disbursements towards the costs of the [Respondent/Petitioner] [including costs reserved under the order made by District Judge [ ] on [ ] 20 ] [including the costs of the suit payable under the order made on [ ] 20 ], such sum to be paid to the [Respondent's/Petitioner's] solicitors within [ ] days of the date hereof.

## **80 Liberty to apply**

Liberty to apply as to the implementation and timing of the terms of this order.

## 81 Certificate for Counsel

Certified fit for counsel.

DATED the      day of      20 .

Davies Solicitors  
30 Woollards Lane  
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Cambridge CB22 5LZ

**82 Signature Clause**

Signed .....

Solicitors for the Petitioner

Signed .....

Solicitors for the Respondent

Signed .....

Petitioner

Signed .....

Respondent