

*THE ORDERS
PROJECT*

*SCHEDULE 1 TO
THE CHILDREN
ACT 1989
OMNIBUS*

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

No:

**The Children Act 1989
The Child Support Act 1991**

**The Relationship of XX and YY, or
The Family of XX and YY**

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 *[insert]* of the Recitals below

**ORDER MADE BY [NAME OF JUDGE] ON [DATE] SITTING IN OPEN
COURT/PRIVATE [FOLLOWING A [RESERVED]/[WRITTEN]/[EX
TEMPORE] JUDGMENT GIVEN ON [DATE]**

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

The parties

1. The applicant is 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. New Home

The “new home” shall mean [[*insert address including postcode*] registered at HM Land Registry with title number [*insert*] / [the property [chosen by the [applicant]/[respondent] [up to the value of [*insert amount*], provided it is a reasonable investment for the [respondent]/applicant]] / [agreed between the parties or in default of agreement determined by the Court]]].

6. “The mortgage” shall mean the mortgage secured upon [*insert property*] in favour of [*insert name of mortgagee*].
7. “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.
8. “The family car” shall mean the [*insert make and model*] vehicle with registration number [*insert*], currently used by the [applicant]/[respondent].
9. “The new car” shall mean the vehicle [up to the value of [*insert amount*]] to be purchased by the [applicant]/[respondent] for the benefit of the child[ren] of the family, [namely a [*insert make and model*] / [the identity of which shall be chosen by the [respondent]/[applicant]
10. “The policy” shall mean the policy or policies issued by [*insert company*] and numbered [*insert*].
11. “The [*insert bank*] bank account” shall mean 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*];
12. “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
13. “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
14. “CMS” shall mean the Child Support Agency, the Child Maintenance Enforcement Commission, the Child Maintenance Service or such other state appointed agency operating within the United Kingdom as may from time to time replace any of them.

15. “CMS calculation” shall mean the assessment or calculation or periodic demand by the CMS.

Recitals

16. *(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]*.
17. *(In the case of an order made following the giving of short informal notice)*
This order was made at a hearing without full notice having been given to the respondent. The reason why the order was made without full notice having been given to the respondent was *[set out]*.

Arbitration award recital

- 18.
- a. The documents lodged in relation to this application include the parties' arbitration agreement (Form ARB1), their Form(s) D81, a copy of the arbitrator's award, and a draft of the order which the court is requested to make.
 - b. ***Either:***
[By their Form ARB1 the parties agreed to refer to arbitration the issues described in it which encompass the application under Schedule 1 to the Children Act 1989 now pending in this court. The issues were referred to *[insert arbitrator]* under the IFLA scheme, who made an arbitral award on *[insert date]*. The parties have invited the court to make an order in agreed terms, which reflects the arbitrator's award.]
or
[Although by their Form ARB1 the parties agreed to refer to arbitration the issues described in it which encompass the application under Schedule 1 to the Children Act 1989 now pending in this court. The issues were referred to *[insert arbitrator]* under the IFLA scheme, who made an arbitral award on *[insert date]*. There has been no agreement between the parties as to the form of an order to give effect to the arbitrator's award. The *[applicant]/[respondent]* has applied for the other party to show why an order should not be made in the terms of the draft proposed; and the court having considered the representations made by each party has directed that an order be made in the terms of this order.]

Mediation recital

19. The parties attended mediation with *[insert mediator]*. They have now invited the court to make this order in agreed terms, reflecting the agreement reached at mediation.

Collaborative recital

20.

- a. The parties 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 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.

Introductory recital

21. The parties agree that the terms set out in this order are intended to be in full and final satisfaction of all claims for [capital, that is payments of lump sums, transfers of property, and settlements of property] / [housing, that is payments of lump sums for housing, transfers of property, and settlements of property], that the [applicant]/ [respondent] may have for the benefit of the child[ren] of the family and/or the child[ren] [himself]/[herself]/[themselves] may have against the [respondent]/ [applicant] under Schedule 1 to the Children Act 1989 or howsoever else arising either in England and Wales or any other jurisdiction.

General Agreements / Declarations

22. The parties agree that:
- a. the terms recorded in this order settle any entitlements that either of them might have in relation to [*insert property*] / [any property in the name of the other or in which the other has any beneficial interest]; and
 - b. neither of them shall institute proceedings against the other under [the Law of Property Act 1925] / [the Trusts of Land and Appointment of Trustees Act 1996].
23. 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.

Declaration of intention not to seek a variation of a periodical payments order (receiving party)

24. The [applicant]/[respondent] declares that it is not [his]/[her] intention to seek an increase of the order for periodical payments at paragraph [insert] below for the benefit of the child[ren] 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 [his]/[her] own] / [in the event that [he]/[she] suffers from severe illness or disability rendering them unable to work].

Declaration of intention not to seek a variation of a periodical payments order – (paying party)

25. The [respondent]/[applicant] declares that it is not [his]/[her] intention to seek a decrease of the order for periodical payments at paragraph [insert] below for the benefit of the child[ren] 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 [his]/[her] or the [applicant's]/[respondent's] financial circumstances.

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

26. 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 [him]/[her] for the loss of the periodical payments the [respondent]/[applicant] was ordered to pay [him]/[her] at paragraph [insert] below for the benefit of the child[ren] of the family.

Declaration of intention not to apply to the CMS

27. Although the parties accept that the jurisdiction of the CMS cannot be excluded for more than one year, neither party has any intention of applying to the CMS

for a CMS calculation in substitution of the periodical payments payable under paragraph *[insert]* below.

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

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

Undertakings to the court

You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court. If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you-
(a) have, or have had since the date of your undertaking, the means to pay the sum; and
(b) have refused or neglected, or are refusing or neglecting, to pay that sum.

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

.....

.....

Undertaking to facilitate obtaining an interim home pending provision of a new home

- 29.
- a. The [respondent]/[applicant] shall [use [his]/[her] best endeavours to]/[take all reasonable steps to] facilitate the obtaining of an interim new home for the use of [applicant]/[respondent] and the child[ren] of the family until *[insert date]*/[the date of provision of the new home for the [applicant]/[respondent] and the child[ren] of the family in accordance with paragraph *[insert]* below and/or the date of payment of the lump sum to the [applicant]/[respondent] for the benefit of the child[ren] of the family in accordance with paragraph *[insert]* below]. The identity of the interim new home shall be agreed between the parties or in default of agreement determined by the court.
 - b. [The [respondent]/[applicant] shall enter into an assured shorthold tenancy agreement with the landlord of the interim new home by *[insert date]*, and

shall pay to the landlord of the interim new home such deposit [up to the value of £[insert]] as is required to secure the interim new home] / [The [applicant]/[respondent] shall enter into an assured shorthold tenancy agreement with the landlord of the interim new home by [insert date], and the [respondent]/[applicant] shall pay to the landlords of the interim new home such deposit as is required to secure the interim new home].

- c. The deposit shall remain the property of the [respondent]/[applicant] and shall be repaid to [him]/[her] when the tenancy is terminated. [The [applicant]/[respondent] shall pay to the [respondent]/[applicant] any sums deducted from the deposit by the landlord or the landlord's agents when the tenancy is terminated.]
- d. The [respondent]/[applicant] shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the [applicant]/[respondent] against all rental payments due under the tenancy agreement until [the termination of the tenancy agreement] / [the [applicant]/[respondent] and the child[ren] of the family vacate the interim new home] or the court discharges [him]/[her] from this obligation.
- e. 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 all [reasonable] sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of the interim new home until [the termination of the tenancy agreement] / [the [applicant]/[respondent] and the child[ren] of the family vacate the interim new home] or the court discharges [him]/[her] from this obligation.

Undertaking to purchase a new home and grant a tenancy or an irrevocable licence in respect of it

30.

- a. The [respondent]/[applicant] shall purchase the new home up to the value of £[insert]. The costs of the purchase shall be borne by the [respondent]/[applicant], and the conveyancing work in respect of the purchase shall be carried out by a solicitor chosen by the [respondent]/[applicant].
- b. Simultaneously with the purchase of the new home, [the [respondent]/[applicant] shall enter into a tenancy agreement with the [applicant]/[respondent]] / [the [respondent]/[applicant] shall grant the [applicant]/[respondent] an irrevocable licence, allowing the [applicant]/[respondent] and the child[ren] of the family to occupy it rent-free to the exclusion of the [respondent]/[applicant] until the first to happen of the following events ("the determining event"):
 - i. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant]/[respondent];

- iv. the [applicant's]/[respondent's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [*insert period*]] / [for a period of [*insert*] months in any [*insert*] month period];
 - v. the [applicant's]/[respondent's] failure to occupy the property for a period of [*insert*] months in any [*insert*] month period];
 - vi. the [applicant's]/[respondent's] failure to occupy the property as [his]/[her] primary residence; or
 - vii. further order of the court;
- c. The terms of the [tenancy agreement] / [irrevocable licence] shall be agreed between the parties or in default of agreement [determined by the court] / [referred to conveyancing counsel of the court to settle]. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing [the tenancy agreement] / [agreement in respect of the irrevocable licence].
 - d. The [applicant]/[respondent] and the child[ren] of the family shall occupy the new home [under the terms of the tenancy agreement as tenant and as licencees respectively] / [under the terms of the irrevocable licence agreement as licencees] and shall not, save as provided for in this order, acquire any legal or beneficial interest in it or rights over it.
 - e. In the event that the [respondent]/[applicant] wishes to purchase the new home with the assistance of a mortgage, then he may do so, provided that:
 - i. the mortgage is secured with a reputable mortgage provider;
 - ii. the borrowing does not account for more than [*insert*]% of the purchase price; and
 - iii. [he]/[she] shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the [applicant]/[respondent] against all interest and capital repayments due in respect of the mortgage until [the termination of the [tenancy agreement]/[irrevocable licence]] / [the [applicant]/[respondent] and the child[ren] of the family vacate the new home] or the court discharges [him]/[her] from this obligation
 - f. 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 all [reasonable] sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of the new home until [the termination of the [tenancy agreement]/[irrevocable licence]] / [the [applicant]/[respondent] and the child[ren] of the family vacate the new home] or the court discharges [him]/[her] from this obligation.
 - g. The [applicant]/[respondent] shall be responsible for all [routine] maintenance and [decorative] repairs to the property.
 - h. 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.
 - i. Any works carried out at the new home shall be regulated by the [tenancy agreement]/[irrevocable licence]. If the [applicant]/[respondent] wishes to

spend money on the property to improve its amenities then the parties shall enter into a deed recording the interest (if any) that [she]/[he] will acquire in the [net]/[gross] proceeds of sale of the new home in consequence, prior to the commencing of such works. The [applicant]/[respondent] shall acquire such share in the [net]/[gross] proceeds of the new home as may be agreed between the parties or in default of agreement as shall be determined by the court as reflecting the likely increase in the sale price (when the new home is eventually sold) referable to [her]/[his] outlay. The [applicant]/[respondent]/[both parties] shall be [equally] responsible for the costs of preparing and executing the deed of trust.

- j. In the event of the [applicant]/[respondent] wishing to move to another property during the subsistence of the [tenancy agreement]/[irrevocable licence] with the agreement of the [respondent]/[applicant], such agreement not to be unreasonably withheld:
 - i. the [applicant]/[respondent] shall be entitled to direct the [respondent]/[applicant] to sell the new home/[*insert property*] and to apply the proceeds in the purchase of such other freehold or leasehold property for [his]/[her] occupation and for the occupation of the child[ren] as [[she]/[he] may choose, provided it is a reasonable investment for the [respondent]/applicant] / [may be agreed between the parties or in default of agreement determined by the court];
 - ii. the costs of the sale and purchase shall be borne by the [applicant]/[respondent]/[both parties equally]/[*insert*];
 - iii. the [respondent]/[applicant] shall [enter into a tenancy agreement]/[grant the [applicant]/[respondent] an irrevocable licence with the [applicant]/[respondent] in relation to the property purchase, allowing the [applicant]/[respondent] and the child[ren] of the family to occupy it on the same terms and conditions as the original [tenancy agreement] / [irrevocable licence]; and
 - iv. if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the property purchased shall be less than the net proceeds of sale of [the new home]/[*insert property*] the difference shall be paid to the [respondent]/[applicant] [and]/[or] if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the property purchased shall be more than the net proceeds of sale of [the new home]/[*insert property*] the difference shall be met by either the [respondent]/[applicant] if [he]/[she] elects to provide it, or the [applicant]/[respondent]. If the [applicant]/[respondent] provides monies towards the property purchase, then the parties shall enter into a written deed recording their interests in the [net]/[gross] proceeds of sale of the property purchased as proportionate to their contributions towards the purchase price [or such other arrangement as may be agreed between them]. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust.
- k. 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.

1. 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].

Undertaking to stand as guarantor

31.

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

Undertaking to discharge liabilities

32. 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. the premiums in respect of the 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 [family car] / [new car] / [*insert car make and model*] with registration number [*insert*];
 - c. the [monthly] repayments to [*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 youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
 - 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]*

Undertaking to discharge arrears

33. 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 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 [family car]/[new car]/*[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

Undertaking to use best endeavours to secure release from liabilities

34. 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 [family car] / *[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

Undertaking to mitigate capital gains tax liability

35. 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]*;

Undertaking to purchase a car

36. The respondent]/[applicant] will fund the purchase every *[insert]* years of a new car of *[[insert make and model]* / [of a make and model equivalent to *[insert]*

make or model]] for the use of the [applicant]/[respondent] for the child[ren] of the family's benefit until the youngest surviving [of the] child[ren] of the family attains the age of 18 years or ceases [his]/[her]/[their] full-time [secondary]/[tertiary] education [to first degree level] [including/excluding a gap year] or permanently ceases to live with the [applicant]/[respondent]. This car to be purchased pursuant to paragraph [*numbered paragraph for order for lump sum*] below], on the basis that on the purchase of the replacement vehicle the previous vehicle should be traded in and proceeds applied to the replacement.

Undertaking to maintain medical insurance cover

37.

- a. The [respondent]/[applicant] shall maintain the existing medical insurance cover, including paying promptly any premiums due, with [*insert company*] or any successor company for the [applicant]/[respondent] [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/or for the child[ren] of the family [until [he]/[she]/[they] shall [respectively] attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph [*insert*] below in respect of [him]/[her]/[them] 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] [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/or for the child[ren] of the until [he]/[she]/[they] shall [respectively] attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph [*insert*] below in respect of [him]/[her]/[them] shall subsist] at [*specify scale of cover – e.g. at the same level of cover currently provided*].
- c. The [respondent]/[applicant] shall provide the [applicant]/[respondent] with written evidence within 14 days of the date of this order that this medical insurance cover is in place, and shall provide the [applicant]/[respondent] with written evidence within 14 days of the date of renewal each year that this medical insurance cover remains in place.
- d. When the order for periodical payments at paragraph [*insert*] below in respect of the child[ren] of the family comes to an end such that the [respondent]/[applicant] is no longer obliged to provide medical insurance cover for the [applicant]/[respondent] and/or when the child[ren] of the family [[respectively] attain the age of 18 or cease their full-time secondary education] / [when the order for periodical payments at paragraph [*insert*] below in respect of the child[ren] of the family comes to an end] such that the [respondent]/[applicant] is no longer obliged to provide medical insurance cover for [him]/[her]/[them], the [respondent]/[applicant] shall use [his]/[her] best endeavours to ensure that the [applicant]/[respondent] is

able to take over the medical insurance cover at [her]/[his] own cost should [she]/[he] wish to do so.

Undertaking to maintain medical insurance cover with employers

38.

- a. The [respondent]/[applicant] shall ensure that the [applicant]/[respondent] is covered by such medical insurance scheme as [his]/[her] employers shall from time to time arrange [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/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 child[ren] of the family shall respectively attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *insert* below in respect of [him]/[her]/[them] shall subsist] at [*specify scale of cover – e.g. at the same level of cover currently provided*] [provided that such cover shall be at no cost to the [respondent]/[applicant], save for any additional charge to income tax].
- 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] is covered by such medical insurance scheme as [his]/[her] new employers shall from time to time arrange [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/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 child[ren] of the family shall [respectively] attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *insert* below in respect of [him]/[her]/[them shall] subsist] at [*specify scale of cover – e.g. at the same level of cover currently provided*] [provided that such cover shall be at no cost to the [respondent]/[applicant], save for any additional charge to income tax].
- c. If the [applicant]/[respondent] and/or the child[ren] of the family cannot remain part of the existing medical insurance cover, the [respondent]/[applicant] shall pay for separate medical insurance cover with a reputable United Kingdom insurance company for the [applicant]/[respondent] [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/or for the child[ren] of the family [until [he]/[she]/[they] shall [respectively] attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *insert* below in respect of [him]/[her]/[them] shall subsist] at [*specify scale of cover – e.g. at the same level of cover currently provided*].
- d. The [respondent]/[applicant] shall provide the [applicant]/[respondent] with written evidence within 14 days of the date of this Order that this medical insurance cover is in place, and shall provide the [applicant]/[respondent] with written evidence within 14 days of the date of renewal each year that this medical insurance cover remains in place.

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

Undertaking to pay for medical insurance cover

39.

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

Undertaking to take out and maintain a life assurance policy

40.

- 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 for the benefit of the

child[ren] of the family [for a term of *[insert]* years] / [for the whole of [his]/[her] life] / [to mature on *[insert]*] / [for the duration of the subsistence of the order for periodical payments at paragraph *[insert]* below in respect of [him]/[her]/[them]] in the sum of *[insert sum]* [with/without profits] / in the sum of *[insert sum]* [reducing on a straight line basis by annual increments to £0 by the end of the term] / [in such sum as shall pay out £*[insert]* per annum, [RPI]/[CPI]-index-linked, from the date of his death until the cessation of the order for periodical payments at paragraph *[insert]* below in respect of [him]/[her]/[them]], 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 child[ren] of the family shall [respectively] attain the age of 18 or cease [his]/[her]/[their] full-time secondary education] / [for so long as the order for periodical payments at paragraph *[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 [she]/[he] 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 child[ren] of the family and that the [respondent]/[applicant] shall have no beneficial interest in the policy or its proceeds at any time].

Undertaking to take out and assign a life assurance policy

41. 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 [for a term of *[insert]* years] / [for the whole of [his]/[her] life] / [to mature on *[insert]*] / [for the duration of the subsistence of the order for periodical payments at paragraph *[insert]* below in respect of the child[ren] of the family] in the sum of *[insert sum]* [with/without profits] / in the sum of *[insert sum]* [reducing on a straight line basis by annual increments to £0 by the end of the term] / [in such sum as shall pay out £*[insert]* per annum, [RPI]/[CPI]-index-linked, from the date of his death until the cessation of the order for periodical payments at paragraph *[insert]* below in respect of the child[ren] of the family, and shall forthwith assign it absolutely to the [applicant]/[respondent], who shall be responsible for the payment of all premiums.

Undertaking to give authority to insurance company to divulge information

42. 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 child[ren] of the family are 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]].

Undertaking to undergo medical examination

43. 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].

Undertaking to surrender life assurance policy

44. The applicant [and]/[or] the respondent shall [by [insert time] on the date [insert] days from the date of this order] [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.

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

- 45.
- a. 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.
 - b. 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].

Undertaking to leave by Will / make financial arrangements on death

- 46.
- a. The [respondent]/[applicant] shall [forthwith] / [by [insert time] on the date [insert] days from the date of this order] enter into an irrevocable deed of covenant with the [applicant]/[respondent], which shall be binding on the executors and trustees of [his]/[her] estate/will, that in the event of his death during the subsistence of order(s) for periodical payments at paragraph(s) [insert] below in respect of the child[ren] of the family, he shall make arrangements [that shall continue the financial provision made in those paragraph(s) for the child[ren] of the family until the order(s) shall cease] / [such that in the event of [his]/[her] death on or before [insert date] in the

year appearing in the left hand of the table below, then the sum in the right hand of the table below shall be paid to the [applicant]/[respondent] for the benefit of the child[ren] of the family:

Year	Sum
2013	[insert]
2014	[insert]
2015	[insert]
	Etc

- b. The [respondent]/[applicant] shall provide the [applicant]/[respondent] with written evidence that he has entered into the deed of covenant [and]/[or] a certified copy of the deed [forthwith after] / [within *[insert]* days of] doing so.
- c. The parties agree that provided that the [respondent]/[applicant] enters into the deed of covenant and provided that the sums under the deed of covenant are paid to the [applicant]/[respondent] for the benefit of the child[ren] of the family in the event of the [respondent's]/[applicant's] death, then this should be regarded by the Court as a sufficient discharge of the [applicant's]/[respondent's] claims on behalf of the child[ren] of the family and/or the child[ren's] claims against the [respondent's]/[applicant's] estate under the Inheritance (Provision for Family and Dependents) Act 1975.

Undertaking not to disclose information

47. 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].

Orders

IT IS ORDERED (BY CONSENT):

Lump sum order

48.
 - a. The [respondent]/[applicant] shall pay to the [applicant]/[respondent] for the benefit of the child[ren] of the family 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] [to meet the [applicant's]/[respondent's] [removal costs]/[costs of furnishing the child[ren] of the family's new home]/[costs

- of redecorating the child[ren] of the family's new home]/[costs of purchasing a new car] etc].
- b. *[If the lump sum is more than £5,000:* If the [respondent]/[applicant] 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 [respondent]/[applicant] 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 [respondent]/[applicant] shall pay to the [applicant]/[respondent] 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].

Series of lump sum orders

49. The [respondent]/[applicant] shall pay to the [respondent]/[applicant] for the benefit of the child[ren] of the family, 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*
 [to meet the [applicant's]/[respondent's] [removal costs]/[costs of furnishing the child[ren] of the family's new home]/[costs of redecorating the child[ren] of the family's new home]/[costs of purchasing a new car] etc].

Lump sum order by instalments

50. The [respondent]/[applicant] shall pay to the [applicant]/[respondent] for the benefit of the child[ren] of the family, 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*
 [to meet the [applicant's]/[respondent's] [removal costs]/[costs of furnishing the child[ren] of the family's new home]/[costs of redecorating the child[ren] of the family's new home]/[costs of purchasing a new car] etc].

And it is [further] directed that simple interest shall be payable by the [respondent]/[applicant] 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].

Occupation of family home / interim home pending provision of a new home

51.
 - a. The [applicant]/[respondent] has the right to [enter into and] occupy [the family home]/[interim new home] until *insert date* / [the date of provision of the new home for the [applicant]/[respondent] and the child[ren] of the

family in accordance with paragraph *[insert]* below and/or the date of payment of the lump sum to the [applicant]/[respondent] for the benefit of the child[ren] of the family in accordance with paragraph *[insert]* below).

- b. The [respondent]/[applicant] shall leave [the family home]/[interim new home] by *[insert date and time]*, and shall allow the [applicant]/[respondent] and the child[ren] of the family to have exclusive occupation of [the family home]/[interim new home] until *[insert date]* / [the date of provision of the new home for the [applicant]/[respondent] and the child[ren] of the family in accordance with paragraph *[insert]* below and/or the date of payment of the lump sum to the [applicant]/[respondent] for the benefit of the child[ren] of the family in accordance with paragraph *[insert]* below].
- c. The [respondent]/[applicant] shall discharge as and when each payment becomes due, be solely responsible for and in any event indemnify the [applicant]/[respondent] against:
 - i. [all interest and capital repayments due in respect of the mortgage] / [all payments due in respect of the rent];
 - ii. all [reasonable] sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of [the family home] and/or [the interim new home]; and
 - iii. etcuntil *[insert date]* / [the date of provision of the new home for the [applicant]/[respondent] and the child[ren] of the family in accordance with paragraph *[insert]* below and/or the date of payment of the lump sum to the [applicant]/[respondent] for the benefit of the child[ren] of the family in accordance with paragraph *[insert]* below].

Provision of New Home – Transfer of Property

52. The [respondent]/[applicant] shall transfer to the [applicant]/[respondent] for the benefit of the child[ren] of the family all [his]/[her] legal estate 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 *[insert date]*] / [within *[insert]* days of [the date of this order]].

Provision of Family Home on Trust

53. The [respondent]/[applicant] shall settle on the [applicant]/[respondent] and a trustee [he]/[she]/[the parties or in default of agreement the court] shall appoint under the Trustee Act as trustees for the benefit of the child[ren] [the family home] / [property] *[as in definition above]* [by *[insert time]* on *[insert date]*] / [by *[insert time]* on the date *[insert]* days after the date of this order]. The [family home] / [property] / shall be held by the [applicant]/[respondent] and the trustee appointed on trust for the [respondent]/[applicant] upon the following terms:
 - a. the [applicant]/[respondent] and the child[ren] of the family shall be entitled to occupy the property rent-free to the exclusion of the [respondent]/[applicant] until the determining event as defined below;

- b. the property shall not revert to the [respondent]/[applicant] until the first to happen of the following events (“the determining event”);
 - i. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant]/[respondent];
 - iv. the [applicant’s]/[respondent’s] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than *insert period*] / [for a period of *insert* months in any *insert* month period];
 - v. the [applicant’s]/[respondent’s] failure to occupy the property for a period of *insert* months in any *insert* month period;
 - vi. the [applicant’s]/[respondent’s] failure to occupy the property as [his]/[her] primary residence; or
 - vii. further order of the court;

provided that in any event the property shall not revert to the [respondent]/[applicant] without the permission of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training;
- c. the [respondent]/[applicant] shall [from the date of this order] / *insert* be [solely] / [jointly] / *insert* responsible for all payments of capital and interest on the mortgage;
- 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. if the [applicant]/[respondent] wishes to spend money on the property to improve its amenities then the parties shall enter into a deed recording the interest (if any) that [she]/[he] will acquire in the [net]/[gross] proceeds of sale of the property in consequence, prior to the commencing of such works. The [applicant]/[respondent] shall acquire such share in the [net]/[gross] proceeds of the property as may be agreed between the parties or in default of agreement as shall be determined by the court as reflecting the likely increase in the sale price (when [the family home]/*insert property*) is eventually sold) referable to [her]/[his] outlay. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust.
- g. [in the event of the [applicant]/[respondent] wishing to move to another property during the subsistence of this trust with the agreement of the [respondent]/[applicant] such agreement not to be unreasonably withheld:
 - i. the [applicant]/[respondent] shall be entitled to direct the trustees to sell the property and to apply the proceeds in the purchase of such other freehold or leasehold property (“the new home”) for [his]/[her] occupation and for the occupation of the child[ren] as [[she]/[he] may

- choose, provided it is a reasonable investment for the [respondent]/applicant] / [may be agreed between the parties or in default of agreement determined by the court];
- 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 property purchased shall be less than the net proceeds of sale of the property the difference shall be paid to the [respondent]/[applicant] [and]/[or] if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the property purchased shall be more than the net proceeds of sale of the property the difference shall be met by either the [respondent]/[applicant] if [he]/[she] elects to provide it, or the [applicant]/[respondent]. If the [applicant]/[respondent] provides monies towards the property purchase, then the parties shall enter into a written deed recording their interests in the [net]/[gross] proceeds of sale of the property purchased as proportionate to their contributions towards the purchase price [or such other arrangement as may be agreed between them]. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust;
 - h. if the [applicant]/[respondent] shall remain in occupation of the property for more than [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; and
 - i. [on or before the determining event the [applicant]/[respondent] shall have the right to purchase the [respondent's]/[applicant's] interest in the property at an open market valuation to be agreed, or in default of agreement to be determined by [a valuer nominated by the President of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator] / [the court].

Provision of New Home – New Home on Trust

54. The [respondent]/[applicant] shall pay to the [applicant]/respondent] 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 the written request from the trustees for funds in anticipation of an exchange of contracts in relation to the purchase of a new property]. This lump sum shall be held on trust by the [applicant]/respondent] and a trustee [he]/[she]/[the parties or in default of agreement the court] shall appoint under the Trustee Act as trustees for the benefit of the child[ren]. The lump sum shall be applied by the trustees to purchase a new home for the benefit of the child[ren] of the family, the identity of which shall be [chosen by the [applicant]/[respondent], provided it is a reasonable investment for the [respondent]/applicant]] / [agreed between the parties or in default of agreement

determined by the Court]] / [*insert property*], in [his]/[her] sole name, to be held by the [applicant]/respondent] and the trustee [he]/[she]/[the parties or in default of agreement the court] shall appoint on trust for the [respondent]/[applicant] upon the following terms:

- a. the [applicant]/[respondent] and the child[ren] of the family shall be entitled to occupy the property rent-free to the exclusion of the [respondent]/[applicant] until the determining event as defined below;
- b. the property shall not be sold, and the proceeds of sale shall not revert to the [respondent]/[applicant], without the prior written consent of both parties or further order of the court until the first to happen of the following events (“the determining event”);
 - i. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant]/[respondent];
 - iv. the [applicant’s]/[respondent’s] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [*insert period*] / [for a period of [*insert*] months in any [*insert*] month period] [with the permission of the court];
 - v. the [applicant’s]/[respondent’s] failure to occupy the property for a period of [*insert*] months in any [*insert*] month period] [with the permission of the court];
 - vi. the [applicant’s]/[respondent’s] failure to occupy the property as [his]/[her] primary residence [with the permission of the court]; or
 - vii. further order of the court;provided that in any event the property shall not be sold without the permission of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training.
- c. the [respondent]/[applicant] shall [from the date of this order] / [*insert*] be [solely] / [jointly] / [*insert*] responsible for all payments of capital and interest on the mortgage;
- 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. if the [applicant]/[respondent] provides monies towards the property purchase, then the parties shall enter into a written deed recording their interests in the [net]/[gross] proceeds of sale of the property purchased as proportionate to their contributions towards the purchase price [or such other arrangement as may be agreed between them]. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust;

- g. if the [applicant]/[respondent] wishes to spend money on the property to improve its amenities then the parties shall enter into a deed recording the interest (if any) that [she]/[he] will acquire in the [net]/[gross] proceeds of sale of the property in consequence, prior to the commencing of such works. The [applicant]/[respondent] shall acquire such share in the [net]/[gross] proceeds of the property as may be agreed between the parties or in default of agreement as shall be determined by the court as reflecting the likely increase in the sale price (when the property is eventually sold) referable to [her]/[his] outlay. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust;
- h. 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”) for [his]/[her] occupation and for the occupation of the child[ren] as [[she]/[he] may choose, provided it is a reasonable investment for the [respondent]/applicant] / [may be agreed between the parties or in default of agreement determined by the court];
 - 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 property purchased shall be less than the net proceeds of sale of the property the difference shall be paid to the [respondent]/[applicant] [and]/[or] if the purchase price excluding stamp duty, Land Registry fees and conveyancing costs of the property purchased shall be more than the net proceeds of sale of the property the difference shall be met by either the [respondent]/[applicant] if [he]/[she] elects to provide it, or the [applicant]/[respondent]. If the [applicant]/[respondent] provides monies towards the property purchase, then the parties shall enter into a written deed recording their interests in the [net]/[gross] proceeds of sale of the property purchased as proportionate to their contributions towards the purchase price [or such other arrangement as may be agreed between them]. The [applicant]/[respondent] shall be responsible for the costs of preparing and executing the deed of trust;
- i. 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; and
- j. on or before the determining event the [respondent]/[applicant] shall have the right to purchase the [applicant’s]/[respondent’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].

Transfer with charge back

55.

- a. The [respondent]/[applicant] shall [on or before *[insert date]*] / [within *[insert]* days [of the date of this order] transfer to the [applicant]/[respondent] all [his]/[her] legal and beneficial interest in the [family home] / [property] *[as in definition above]* / [the new home [he]/[she] purchases] [subject to the mortgage(s) *[as in definition above]* secured against the property] for the benefit of the child[ren] of the family, 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 / exerciseable without the permission of the court or the consent of the parties until:
 - i. the youngest surviving [of the] child[ren] of the family attains the age of 18 years or ceases [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or ceases to live with the [applicant]/[respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant]/[respondent];
 - iv. the [applicant’s]/[respondent’s] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than *[insert period]*] / [for a period of *[insert]* months in any *[insert]* month period];
 - v. the [applicant’s]/[respondent’s] failure to occupy the property for a period of *[insert]* months in any *[insert]* month period];
 - vi. the [applicant’s]/[respondent’s] failure to occupy the property as [his]/[her] primary residence [with the permission of the court]; or
 - vii. any [dealing with]/[sale of] the property by the [applicant]/[respondent];whichever shall first occur or further order of the court provided that in any event the said legal charge shall not be exercisable without the permission of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training.
- c. 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.

Provision of New Home – New Home with Charge Back

56.

- a. The [respondent]/[applicant] shall pay to the [applicant]/respondent] 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 the written request from the [applicant]/[respondent] for funds in anticipation of an exchange of contracts in relation to the purchase of the new property]. This lump sum shall be held on trust by the [applicant]/respondent] for the [respondent]/[applicant]/[benefit of the child[ren] of the family]. The lump sum shall be applied by the [applicant]/[respondent] to purchase the new home. The new home shall be purchased in the [applicant's]/[respondent's] sole name, on condition that as from the date of the purchase it shall stand 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] / [equal to such percentage of the gross proceeds of sale as the lump sum provided by the [respondent]/[applicant] is of the gross purchase price], such charge to be in the form annexed to this Order (“the Charge”).
- b. But this charge shall not become enforceable / exerciseable without the permission of the court or the consent of the parties until:
 - i. the youngest surviving [of the] child[ren] of the family attains the age of 18 years or ceases [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or ceases to live with the [applicant]/[respondent], whichever is the later;
 - ii. the death of the last surviving [of the] child[ren] of the family;
 - iii. the death of the [applicant]/[respondent];
 - iv. the [applicant's]/[respondent's] remarriage or cohabitation with another person [as man and wife] [for a [continuous] period of more than [insert period]] / [for a period of [insert] months in any [insert] month period];
 - v. the [applicant's]/[respondent's] failure to occupy the property for a period of [insert] months in any [insert] month period];
 - vi. the [applicant's]/[respondent's] failure to occupy the property as [his]/[her] primary residence; or
 - vii. any [dealing with]/[sale of] the property by the [applicant]/[respondent];whichever shall first occur or further order of the court provided that in any event the said legal charge shall not be exercisable without the leave of the court while any child of the family in occupation of the property is still a minor or of full age but receiving full time education or training.
- c. And 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.
- d. The costs of the purchase of the new home shall be borne by the [applicant]/[respondent] and the costs of executing the [respondent's]/[applicant's] charge against the new home shall be borne [by the respondent]/[by the applicant]/[equally by the parties];
- e. The [applicant]/[respondent] shall be responsible for all [routine] maintenance and [decorative] repairs to the property;

- f. 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;

Procure release from mortgage and to indemnify

57. The [applicant]/[respondent] shall use [his]/[her] best endeavours to procure the release of the [respondent]/[applicant] from any liability under the mortgage [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.

Payment of mortgage and outgoings on property

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

- iv. all interest and capital repayments due in respect of the mortgage [as in definition above];
- v. all [reasonable] sums due in respect of service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of [the family home] and/or [insert property/ies as in definition above]; and
- vi. 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] / [new home] etc;
- iii. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
- iv. the death of the last surviving [of the] child[ren] of the family;
- v. the death of the [applicant]/[respondent];
- vi. 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];
- vii. the [applicant's]/[respondent's] failure to occupy the property for a period of [insert] months in any [insert] month period;
- viii. the [applicant's]/[respondent's] failure to occupy the property as [his]/[her] primary residence;
- ix. the retirement of the [applicant]/[respondent]; or
- x. a court order discharging this obligation.
[as appropriate].

Payment of arrears of mortgage and outgoings on property

59. The [applicant]/[respondent] shall discharge by [*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 service charge, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of [the family home] and/or [*insert property/ies as in definition above*];
 - c. etc

Payment of and indemnity in respect of CGT / other tax

60. The [applicant]/[respondent] shall:
- a. discharge any liability for capital gains tax [or any other tax] consequent upon the implementation of paragraph(s) [*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.

Transfer of tenancy

61. [*In the case of protected or secure tenancy*]
The [applicant]/[respondent] shall transfer to the [respondent]/[applicant] any estate or interest which the [applicant]/[respondent] has in [the family home] / [the property] [*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.

Indemnity in respect of leasehold property

62. 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].

Transfer of car

63. The [applicant]/[respondent] shall transfer to the [respondent]/[applicant] all [his]/[her] interest in the family car for her use for the benefit of the child[ren] of the family [on *insert date*] / [within *insert* days of [the date of this order] [by *insert time*] on the date *insert* days after the date of this order]. The [respondent]/[applicant] shall be responsible for the costs of running and maintaining the family car.

Transfer of life policy

64. 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] for the benefit of the child[ren] of the family [his]/[her] interest in the life assurance policy with *insert company*] numbered *insert*].

Child periodical payments order – Interim order pending CMS calculation

65. [By agreement between the parties] the [respondent]/[applicant] shall pay to the [applicant]/[respondent] periodical payments for benefit of the child[ren] of the family. Payments shall be at the rate of £*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 the issue of a CMS calculation. [Payments made under this paragraph shall be received by the [applicant]/[respondent] on account of any payments that may be due under the CMS calculation].

Child periodical payments order

66. [By agreement between the parties] the [respondent]/[applicant] shall pay to the [applicant]/[respondent] periodical payments for benefit of the child[ren] of the family. Payments shall be at the rate of £*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. [In the event of a CMS calculation being carried out, from the effective date of any CMS calculation, periodical payments made under this paragraph for the benefit of the children shall be received by the [respondent]/[applicant] on account of any sums falling due under the CMS calculation].

Child periodical payments order whilst in tertiary education

67. [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 attaining the age of 18 or ceasing their full-time tertiary education [to first degree level] [including/excluding a gap year], whichever shall be the later, or a further order.

OR

[By agreement between the parties] the [applicant]/[respondent] shall pay to the respective children of the family periodical payments at the rate of £[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 attaining the age of 18 or ceasing their full-time tertiary education [to first degree level] [including/excluding a gap year], whichever shall be the later, or a further order.

Child periodical payments order for costs of disability

68. 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).

Child periodical payments order – top-up order

69.

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

arrears] by standing order. Payments shall start on [*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], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later; or
- ii. a further order.

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

Delayed Commencement Orders

70. The order in paragraph [*insert*] above shall only start to have effect when the CMS ceases to have jurisdiction for the child[ren] of the family because:

- a. [he]/[she]/[they] [is]/[are] no longer in full-time, non-advanced education as set out in s55 Child Support Act 1991; or
- b. [he]/[she]/[they] or either party are no longer habitually resident within the jurisdiction of England and Wales.

Secured child periodical payments order

71.

- a. The [respondent]/[applicant] 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 [applicant]/[respondent] for the benefit of the child[ren] of the family at the rate of £[*insert*] per annum. Such payments shall be made from [*insert date*] and continue until the first to occur of:
 - 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], or [permanently] ceasing to live with the [applicant]/[respondent], whichever shall be the later; or
 - ii. a 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 [respondent's]/[applicant's] obligation to pay periodical payments provided for in paragraph [*insert*] above.
- c. The security shall be used to meet the [respondent's]/[applicant's] obligation to pay periodical payments to the extent that this obligation is not met by the [respondent]/[applicant].
- 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].

School fees order – nursery education

72. The [respondent]/[applicant] shall pay [further] periodical payments for benefit of the child[ren] of the family in such sum as shall be equivalent to the

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

School fees order – primary/secondary education

73. The [respondent]/[applicant] shall pay [further] periodical payments for benefit of the child[ren] of the family in such sum as shall be equivalent to the child[ren]’s 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. The [respondent]/[applicant] shall produce to the [applicant]/[respondent] documentary evidence that he has discharged each payment by no later than the due date for each payment. This order is made pursuant to the Child Support Act 1991 section 8(7).

School fees order – tertiary education

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

Child Support Act 1991 clawback: charge or lump sum

75. [The property known as *[insert property]* shall be charged with payment to the [respondent]/[applicant] of] / [the [applicant]/[respondent] shall pay to the [respondent]/[applicant] a lump sum of] an amount equal to the total of the following sums paid by the [respondent]/[applicant]:

- a. any sums paid under any CMS calculation to the [applicant]/respondent] 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 [applicant]/[respondent];
- ii. the [applicant’s]/[respondent’s] remarriage;
- iii. the youngest surviving [of the] child[ren] of the family attaining the age of 18 years or ceasing [his]/[her]/[their] full-time [secondary] / [tertiary] education [to first degree level] [including/excluding a gap year], or [permanently] ceasing to live with the [applicant]/[respondent], whichever is the later;
- iv. [the sale of the family home/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].

Child Support Act 1991 clawback: adjournment of capital claims

76.

- a. In circumstances where the parties have agreed that (i) the provision made by this order fulfils the [respondent’s]/[applicant’s] responsibilities to the child[ren] of the family; (ii) the [applicant]/[respondent] does not intend to seek any [further] financial provision for the maintenance of the child[ren] of the family [including school fees and/or any other extras for the child[ren], whether through the court, the CMS or otherwise; and (iii) in the event that the [respondent]/[applicant] becomes liable to make any [further] financial provision for the child[ren] of the family, the [applicant]/[respondent] will indemnify [him]/[her] against any liability, and in default of the [applicant]/[respondent] performing [her]/[his] agreement

to indemnify the [respondent]/[applicant], the [respondent]/[applicant] 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 [respondent's]/[applicant'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 [respondent]/[applicant] not having restored [his]/[her] 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]/[her] claims shall be dismissed.
- c. The [applicant]/[respondent] shall indemnify the [respondent]/[applicant] against [his]/[her] liability to make any [further] financial provision for the child[ren] of the family.

Annual variation in periodical payments

77. 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); and
- b. the percentage by which the [respondent's]/[applicant'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 [respondent]/[applicant] shall produce their P60 and last three payslips to the [applicant]/[respondent] by [insert date] each year, and production of these documents shall be sufficient evidence of the [respondent's]/[applicant's] total income and the income tax and national insurance contributions payable on it.

Payment of periodical payments by standing order

78. The [respondent]/[applicant] shall make payment of the sums due under paragraph [insert] [and paragraph [insert]] above by standing order into the [applicant's]/[respondent'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 [applicant]/[respondent] may from time to time nominate in writing.

Permission to disclose order to CMS

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

Variation: periodical payments

- 80.
- a. Paragraph [insert] of the order in this matter dated [insert date] shall be varied to provide that the [respondent]/[applicant] shall pay to the [applicant]/[respondent] periodical payments for the benefit of the child[ren] of the family. Payments shall be at the rate of £[insert] [per child] 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: 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], or [permanently] ceasing to live with the [applicant]/[respondent], whichever shall be the later; or a further order.
 - b. [The [respondent]/[applicant] 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.]

Clean break: capital

81. Except as provided for in this order, the [applicant's]/[respondent's] claims for lump sum orders, transfer of property orders, and settlement of property orders for the benefit of the child[ren] of the family shall be dismissed, and the [applicant]/[respondent] shall not be entitled to make a further application for housing provision for the benefit of the child[ren] of the family.

Costs

82. [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].

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

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

Costs – order against a publicly funded party

84. 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].

Delayed costs order

85. 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 of the [family home] / [property] referred to in paragraph [*insert*] of this order / the date of payment of the lump sum referred to in paragraph [*insert*] of this order.

Costs – postponement of the legal aid charge

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

Liberty to apply

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

Dated