**In the Family Court No: [*Case number*]**

**sitting at [*Court name*]**

**[The Matrimonial Causes Act 1973]**

**[The Civil Partnership Act 2004]**

**[Schedule 1 to the Children Act 1989]**

**(Delete as appropriate)**

**The** **[Marriage] /** **[Civil Partnership] /** **[Relationship] of [*applicant name*] and [*respondent name*]**

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

After consideration of the documents lodged by the parties

**ORDER MADE BY [*NAME OF JUDGE*] ON [*DATE*] SITTING IN [OPEN COURT] / [PRIVATE] AT A [FIRST DIRECTIONS APPOINTMENT] / [FINANCIAL DISPUTE RESOLUTION APPOINTMENT]** **(Delete as appropriate)**

**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 [*applicant name*]

The [first] respondent is [*respondent name*]

The intervener is [*interveners names*]

Further respondent(s) [*further respondents names*]

**Definitions**

**(For example)**

1. Children of the family

The “children of the family” are:

* 1. [*child full name*] born on [*date*];
	2. [*child full name*] born on [*date*];
	3. [*etc*].
1. Family home

The “family home” shall mean [*family* *home address*] registered at the Land Registry with title number [*family* *home title no*].

1. Other properties
	1. “[*Other property name*]” shall mean [*other property address*] registered at the Land Registry with title number [*number*];
	2. [*etc*].
2. Mortgages
	1. "The [*insert*] mortgage" shall mean the mortgage secured upon [*property name*] in favour of [*name of mortgagee*];
	2. [*etc*].
3. “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.
4. Life insurance policies
	1. “The [*insert*] policy" shall mean the policy or policies issued by [*company*] and numbered [*policy number*];
	2. [*etc*].
5. Bank accounts
	1. "The [*bank/building society name*] bank account" shall mean the account in the [[applicant's] / [respondent's] name] / [parties' joint names] with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. "The [*bank/building society name*] bank account" shall mean the account in the [[applicant's] / [respondent's] name] / [parties' joint names] with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
6. “The bank accounts” shall mean the following:
	1. the account in the [[applicant's] / [respondent's] name] / [parties' joint names] with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. the account in the [[applicant's] / [respondent's] name] / [parties' joint names] with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
7. “The joint bank accounts” shall mean the following:
	1. the account in the parties' joint names with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. the account in the parties' joint names with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
8. “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.
9. “CMS calculation” shall mean the assessment or calculation or periodic demand by the CMS.
10. Pensions
	1. "[Pension name]" shall mean the pension arrangement/plan held by [the applicant] / [the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	2. "[Pension name]" shall mean the pension [arrangement] / [plan] held by [the applicant] / [the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	3. [*etc*].
11. “The pension arrangements” shall mean the following:
	1. the pension arrangement/plan held by [the applicant] / [ the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	2. the pension arrangement/plan held by [the applicant] / [ the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	3. [*etc*].
12. “PPF” shall mean the Pension Protection Fund.
13. “PRPA” shall mean the person responsible for the pension arrangement.

**Recitals**

**Recitals as to costs incurred / expected to be incurred**

1. It is recorded that the applicant [has filed with the court and served on the respondent a costs estimate in Form H, stating that (a) the applicant has incurred costs of [*set out*] up to today’s hearing and (b) the applicant expects to incur further costs of [*set out*] after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached.] / [has failed to file with the court and serve on the respondent a costs estimate in Form H, stating (a) the costs the applicant has incurred up to today’s hearing and (b) the further costs the applicant expects to incur after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached.]
2. It is recorded that the respondent [has filed with the court and served on the applicant a costs estimate in Form H, stating that (a) the respondent has incurred costs of [*set out*] up to today’s hearing and (b) the respondent expects to incur further costs of [*set out*] after today’s hearing up to and including the [financial dispute resolution appointment]/[final hearing] if settlement is not reached.] / [has failed to file with the court and serve on the applicant a costs estimate in Form H, stating (a) the costs the respondent has incurred up to today’s hearing and (b) the further costs the respondent expects to incur after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached.]

**Agreements**

1. ***(Record any agreements reached between the parties – for example)***

[The parties have agreed the value of the family home at [*address*] at £*[amount]* for FDR purposes.]

**Undertakings to the court**

1. **(Record any undertakings given – for example)**

**Undertaking to pay mortgage and outgoings on property**

1. The [applicant] / [respondent] shall make the following payments pending [the financial dispute resolution appointment] / [the final determination of these proceedings]: [*specify* **(e.g. ‘all interest and capital repayments due in respect of the mortgage secured against the family home; and 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’)**]

**Undertaking where a legal services order is made**

1. The [applicant shall repay to the respondent] / [respondent shall repay to the applicant] such part of the amounts paid under the legal services order below if, and to the extent that, the court is of the opinion, when considering costs at the conclusion of the proceedings, that [he] / [she] ought to do so.

**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-**

**have, or have had since the date of your undertaking, the means to pay the sum; and 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Applicant name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Respondent name*]

**IT IS ORDERED (BY CONSENT) THAT:**

**Maintenance Pending Suit**

1. **(Either)**

The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of the final [divorce] / [dissolution] order and afterwards interim periodical payments at the rate of £*[amount]* per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order from [*date* **(including a date earlier than the date of the order if backdating)**] until further order. [The [applicant] / [respondent] shall be given credit for the payment[s] of £*[amount]* made on [*dates*].]

**(Or)**

The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of the final [divorce] / [dissolution] order and afterwards interim periodical payments. Payments shall be at the rate of £[*amount*]per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing

order. Payments shall start on from [*date* **(including a date earlier than the date of the order if backdating)**], and shall end on the first to occur of:

* 1. the death of either the applicant or the respondent;
	2. the [respondent’s] / [applicant’s] remarriage;
	3. the determination of the applicant’s application for a financial order; or
	4. a further order.

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

**Legal Services Order**

* 1. This is a legal services order made pursuant to [s22ZA of the Matrimonial Causes Act 1973] / [para 38A of Schedule 5 to the Civil Partnership Act 2004].
	2. The court was satisfied that without the amount specified below, the [applicant] / [respondent] would not reasonably be able to obtain appropriate legal services for the purposes of the proceedings.
	3. The [respondent] / [applicant] shall pay the amount of £*[amount]* [by [*time and date*]] / [per calendar month commencing on [*time and date*] until [*time and date*]] to [*legal representative’s name*], the legal representatives of the [applicant] / [respondent].

**Form E**

1. The [applicant] / [respondent] shall send to the court and serve on the [respondent] / [applicant] / [*other party*] a signed copy of [his] / [her] Form E together with all relevant attachments and accompanying documents by [*time and date*].

**First appointment documents**

1. The [applicant] / [respondent] shall send to the court file and serve on the [respondent] / [applicant] / [*other party*]:
	1. a chronology;
	2. a statement of issues; and
	3. a questionnaire and request for further documents [if so advised]

by [*time and date*].

**Replies to questionnaire**

1. The [applicant] / [respondent] / [both parties] shall send to the court and serve on the [respondent] / [applicant] / [*other party*] [his] / [her] / [their] respective replies to the other’s questionnaire and request for further documents [as amended by the judge] / [save for just exceptions] by [*time and date*].

**Replies to schedule of deficiencies and supplemental questionnaire**

1. The [applicant] / [respondent] / [both parties] shall send to the court and serve on the [respondent] / [applicant] / [*other party*] [his] / [her] / [their] respective replies to the other’s schedule of deficiencies and supplemental questionnaire and request for further documents [as amended by the judge] / [save for just exceptions] by [*time and date*].

**Concise narrative statements**

1. The [applicant] / [respondent] / [both parties] shall send to the court and serve on the [respondent] / [applicant] / [*other party*] a concise narrative statement [dealing with all of the relevant factors listed in [Section 25 of the Matrimonial Causes Act 1973] / [*specify other relevant statutory provision*]] / [limited to dealing with [*insert*] by [*time and date*]].

**Statement dealing with conduct**

* 1. In the event that the [applicant] / [respondent] continues to seek to advance a conduct case, [he] / [she] shall send to the court and serve on the [respondent] / [applicant] a concise statement [(limited to [*number*] pages)] by [*time and date*], restricted to addressing the following issues:
		1. what conduct exactly [he] / [she] is seeking to rely upon;
		2. the basis for [his] / [her] conduct allegations; and
		3. what effect this alleged conduct should have on the current [financial remedy] application.
	2. The [respondent] / [applicant] has permission to send to the court and serve on the [applicant] / [respondent] a statement in answer, if so advised, by [*time and date*].

**Permission regarding other evidence**

1. The [applicant] / [respondent] has permission to send to the court and serve on the [respondent] / [applicant] [evidence] / [a letter] / [a statement] from [*name*] if so advised [dealing with [*insert*] / [limited to dealing with [*insert*]] by [*time and date*].

**Evidence regarding mortgage raising capacity and housing needs**

* 1. Each party shall serve on the other party copy particulars of properties they consider to be suitable to meet [their own] [and/or [the child[ren] of the family’s]] housing needs, and the housing needs of [the other] [and/or the child[ren] of the family’s], (limited to 5 of each) [by [*time and date*]] / [by [*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]].
	2. Each party shall serve on the other party evidence of their or the other party’s mortgage raising capacity by [*time and date*] / [[*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]], [such evidence to be in the form of a certificate from a mortgage broker, indicating (i) the maximum mortgage that the broker believes [he] / [she] will be able to secure and (ii) the repayments that would be required on that mortgage on a repayment basis and on an interest only basis].

**Updating disclosure**

1. Each party shall serve on the other party their updating disclosure by [*time and date*] / [[*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]. Updating disclosure means the disclosure of the following documents:
	1. copies of all bank and building society statements relating to accounts in the category required by paragraph 2.3 of Form E, covering the period from the last statement which has been disclosed to the date of updating disclosure, or covering the period from the opening of the account to the date of updating disclosure for any such accounts which have come into existence since Form E;
	2. a copy of the most up to date statement or dividend counterfoil relating to investments in the category required by paragraph 2.4 of Form E, including in respect of any investments which have come into existence since Form E;
	3. a copy of an up to date surrender value for policies in the category required by paragraph 2.5 of Form E, including in respect of any policies which have come into existence since Form E;
	4. copies of documents evidencing the up to date amount due on liabilities in the category required by paragraph 2.9 or 2.10 of Form E, including in respect of any liabilities which have come into existence since Form E;
	5. copies of any business accounts which have become available since Form E for businesses in the category required by paragraph 2.11 of Form E, including in respect of any businesses which have come into existence since Form E, identifying the expected share of business profits from these accounts;
	6. copies of an up to date statement showing the Cash Equivalent of any pension rights (or value of any PPF rights) in the category required by paragraph 2.13 of Form E, including in respect of any pension rights or PPF rights which have come into existence since Form E;
	7. copies of all P60s and P11Ds received since Form E, and all pay slips received since the last P60;
	8. copies of all tax returns sent to HMRC and tax assessments received since Form E; and
	9. copies of all documents evidencing all income received since Form E in the nature of dividends, interest, rental income, state benefits or otherwise.

**Interveners and Joinder of Parties**

* 1. [*Name*] is given permission to intervene in these proceedings.
	2. [*Name*] is joined as a second respondent to these proceedings.
	3. The [applicant] / [respondent] shall by [*time and date*] serve upon the [intervener] / [second respondent] copies of the following documents: [*insert*].
	4. The parties shall identify the basis of the dispute between them by complying with the following directions:
		1. The [applicant] / [respondent] / [intervener] / [second respondent] shall send to the court and serve on the other parties points of claim by [*time and date*].
		2. The [applicant] / [respondent] / [intervener] / [second respondent] shall send to the court and serve on the other parties [points of dispute] / [a defence] by [*time and date*].
		3. The [applicant] / [respondent] / [intervener] / [second respondent] shall send to the court and serve on the other parties any witness statements upon which [he] / [she] / [they] intend to rely by [*time and date*].
		4. There be the following directions for disclosure: [*insert*].

**Documents to be produced by trustees**

1. The [second] respondent shall by [*time and date*] send to the court and serve on the applicant and the respondent the following information and documents in respect of the [*insert*] settlement:
	1. copies of the deed of trust and all subsequent deeds of variation and appointment;
	2. copies of the completed and approved trust accounts for the last [*number*] years;
	3. copies of any letter of wishes;
	4. confirmation as to the identity of the present trustees [and protector] of the trust;
	5. confirmation as to the identity of the present beneficiaries of the trust;
	6. a schedule authenticated by the trustees setting out all distributions and appointments made to or on behalf of the [applicant] / [respondent] / [*other*] since [*date*]; and
	7. a short narrative statement setting out the trustees anticipated position in respect of any further distributions to or on behalf of the [applicant] / [respondent] / [insert as appropriate];
	8. [*etc*].

**Single Joint Expert Reports**

1. ***General Provisions***
	1. In default of agreement over the identity of an expert, the following method of selection shall be utilised: The [applicant] / [respondent] shall provide the [respondent] / [applicant] with a list of three appropriate experts by [*time and date*]. The [respondent] / [applicant] shall select one of the experts from the list by [*time and date*].
	2. The letter of instruction shall be drafted by the [applicant] / [respondent] and agreed with the [respondent] / [applicant], or determined by the court in default of agreement.
	3. The costs charged by the expert for preparing the report shall be met by the parties equally in the first instance.
	4. Any questions shall be put to the expert by no later than 10 days after receipt of the report. The expert shall respond to those questions by [*time and date*]. The costs charged by the expert for answering those questions shall be met by the party raising them in the first instance.
	5. Save as is expressly ordered by the court, the expert’s written report shall be admissible without the attendance at court of the expert. However, the expert shall attend the final hearing to give oral evidence, unless agreement about the opinions given by the expert is reached by [*time and date*]
	6. Save as is expressly ordered by the court, no further expert evidence shall be admissible before the court.
	7. Permission to apply.
2. ***Property Values***
	1. The value of the [property] / [properties] listed below, namely [the family home] / [*name of property*] shall be agreed on or before [*time and date*], if possible.
	2. In default of agreement the parties shall jointly instruct an [estate agent] / [chartered surveyor] to act as a single joint expert and to provide a [valuation report] / [market appraisal] in respect of [each] / [the] property. [The same expert shall value each of the properties.] / [Separate experts shall value the separate properties.]
	3. The identity of the expert[s] shall be [*expert(s) name*] / [chosen in accordance with paragraph [*para number*] above].
	4. The letter of instruction shall be sent to the expert by [*time and date*].
	5. The report shall be sent to the court (in both hardcopy and electronic format) and served on the parties simultaneously by [*time and date*].
3. ***Pension Issues***
	1. The parties shall jointly instruct [an actuary] / [a pensions expert] / [an appropriate expert] to act as a single joint expert, and to provide a report, addressing the pension issues set out in the letter of instruction.
	2. The identity of the expert shall be [*name of expert*] / [chosen in accordance with paragraph [*para number*] above].
	3. The letter of instruction shall be sent to the expert by [*time and date*].
	4. The report shall be sent to the court (in both hardcopy and electronic format) and served on the parties simultaneously by [*time and date*].
4. ***Taxation Issues***
	1. The parties shall jointly instruct an [accountant] / [appropriate expert] to act as a single joint expert, and to provide a report, addressing the taxation issues set out in the letter of instructions.
	2. The identity of the expert shall be [*name of expert*] / [chosen in accordance with paragraph [*para number*] above].
	3. The letter of instruction shall be sent to the expert by [*time and date*].
	4. The report shall be sent to the court (in both hardcopy and electronic format) and served on the parties simultaneously by [*time and date*].

**Updating property valuations for final hearing**

1. In relation to any real property valued prior to the financial dispute resolution appointment and in relation to which either party wishes to assert that the value has significantly changed since that valuation was undertaken the parties shall instruct (by way of an agreed joint letter of instruction) the single joint expert to express a view on whether there has been any change in value since the initial report and, if so, what is the current value. The costs of this exercise shall be met by the parties equally in the first instance.

**Pensions information**

1. The [pension provider] / [pension scheme] shall [complete, send to the court and serve on the parties a copy of the Form P (pension inquiry form)] / [provide the information required by Regulations 2, 3 and 4 of the Pensions on Divorce etc. (Provision of Information Regulations) 2000] by [*time and date*].

**Scott schedule**

1. The parties shall by [*time and date*] prepare a Scott Schedule, stating in relation to each item of property in dispute in [their] / [each party’s] case as to:
	1. the party by whom it was acquired;
	2. how and from whom it was acquired with documentary evidence in support;
	3. its current value with documentary evidence in support; and
	4. what order is sought and the justification for seeking it.

**Costs Estimates**

* 1. [Each party] / [The [applicant] / [respondent] / [*etc*.]] shall send to the court and serve on the other [party] / [parties] a costs estimate in Form H, stating (i) the costs that party has incurred up to [today’s hearing] / [the first appointment] / [the financial dispute resolution appointment] / [the directions appointment] / [the pre-trial review] and (ii) the further costs that party expects to incur after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached [by [*time and date*]] / [by [*time*] on the day before the [first appointment] / [financial dispute resolution appointment] / [directions appointment] / [pre-trial review].]
	2. [Each party] / [The [applicant] / [respondent] / [*etc*.]] shall send to the court and serve on the other [party] / [parties] costs particulars in Form H1, giving full particulars of all costs that party has incurred or expects to incur in respect of the proceedings, [by [*time and date*]] / [by [*time*] on the date 14 days before the final hearing.]

**Further hearing(s)**

* 1. The application shall be further listed as follows:

**(Delete as appropriate)**

[for a mention hearing before [*name or level of judge*] on [*time and date*] (time estimate: [*days/hours*])] /

[for a further directions appointment before [*name or level of judge*] on [*time and date*] (time estimate: [*days/hours*])] /

[for a financial dispute resolution appointment before [*name or level of judge*] on [*time and date*] (time estimate: [*days/hours*])] /

[for a pre-trial review before [*name or level of judge*] on [*time and date*] (time estimate: [*days/hours*])] /

[for a final hearing before [*name or level of judge*] on [*time and date*] (time estimate: [*days/hours*])]

**(Adapt for local listing arrangements)**

* 1. [Both parties and their legal representatives shall attend the court building at least one hour prior to the listing time of the financial dispute resolution appointment to negotiate and attempt to narrow issues.]
	2. [Both parties shall attend the final hearing to give oral evidence.]
	3. [The personal attendance at the hearing on [*time and date*] of [*name*] is excused provided that legal representatives attend on [his] / [her] behalf with full instructions.]
	4. A bundle will be prepared in accordance with Practice Direction 27A. The bundle must be agreed, if possible, by both parties, but the [applicant] / [respondent] shall take the lead in preparing the bundle. The bundle must be paginated and the documents shall be in chronological order within each section. The bundle must be lodged at court by not later than [*number*] days before the final hearing.
	5. [The bundle should, if possible, include an agreed schedule of assets and liabilities. Where the schedule cannot be agreed then the bundle should include the schedule of assets contended for by each party which should identify which items are not agreed between the parties.]

**Other Orders**

1. [*Insert*]

**Costs**

1. **(Delete as appropriate)**

[Costs in the application] / [Costs reserved] / [No order as to costs] / [The [applicant] / [respondent] shall pay £*[amount]* towards the [respondent’s] / [applicant’s] costs of and relating to this hearing by [date] [summarily assessed at £[*amount*]] / [subject to detailed assessment if not agreed]].

Dated: [*date*] Approved by: [*name*]