

Your Ref: Emily McAllister**Our Ref:** KD.BR.ADA037/001**Date:** 4 January 2022DX 728560 Malvern 4
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Merthy Tydfil CF48 4DR**ALSO BY EMAIL: emily@retirement.capital**

Dear Sirs

Our Client: Mary Teresa Adair**Members: John Edward Adair and Mary Teresa Adair****Enterpt 1**

We write further to previous correspondence between our Miss Dance and your Emily McAllister which took place via email.

As you are aware, we have been instructed by Mrs Mary Teresa Adair with regards to her divorce and associated property and financial settlement. Our Client, together with her ex-husband, John Edward Adair, are the directors and beneficiaries of Enterpt 1.

Mr and Mrs Adair reached a property and financial settlement which has been recorded in a Consent Order and approved by the Court. Such settlement involves our Client transferring all her interest in Enterpt 1 to John Edward Adair.

We now enclose the following;

1. Consent Order sealed by the Court.
2. Pension Sharing Annex sealed by the Court.
3. A sealed copy of the Decree Absolute dated 21st December 2021.

We should be grateful if you could now implement the terms of the Pension Sharing Annex. Please note that any charges for implementing the Pension Sharing Annex will be borne by John Edward Adair as per paragraph D of the Pension Sharing Annex.

We would like to thank you in advance for your assistance in this matter and look forward to hearing from you in relation to the implementation in due course.

Yours faithfully



Paytons Solicitors LLP

Kirsty Dance

Partner and Solicitor

E-mail: kd@paytons.co.uk

direct dial: 01684 450010

Assisted by:

Bev Richardson br@paytons.co.uk

direct dial: 01684 450051

- a. Redmayne Bentley Stocks and Shares Account held in the joint names of the parties with account number HFD2229B
 - b. Barclays Share Account held in the name of Enterpt 1 with account number 481/71024158/64
 - c. AIB bank account held in the name of Enterpt 1 with account number 04919088 and sort code 23-83-96
- 7. "Enterpoint Limited" shall mean the company Enterpoint Limited with company number 02352526 currently in liquidation.
 - 8. "Enterpoint Properties Limited" shall mean the company Enterpoint Properties Limited with company number 07025529.
 - 9. "The Narrowboat" shall mean the narrowboat named "Heron" owned in the joint names of the parties with the registration number 47747.

Introductory Recital

- 10. The parties agree that the terms set out in this order are accepted in full and final satisfaction of:
 - a. All claims for income;
 - b. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
 - c. All claims in respect of each other's pensions;
 - d. All claims in respect of personal belongings including but not limited to furniture, artwork, jewellery and motor vehicles;
 - e. All claims in respect of legal costs including those of the divorce/dissolution proceedings;
 - f. All claims against each other's estate on death;
 - g. All other claims of any nature which one may have against the other as a result of their marriage howsoever arising either in England and Wales or in any other jurisdiction
- 11. The Applicant has taken independent legal advice on the provisions of this Order.
- 12. The Respondent has had the opportunity to take independent legal advice on the provisions of this Order.

Declarations

General Agreements / Declarations

- 13. The parties agree that neither of them has any legal or equitable interest in the property or assets currently in the sole name or possession of the other or

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

14. The parties agree that neither of them shall institute proceedings against the other under the Married Women's Property Act 1882, the Law of Property Act 1925 or the Trusts of Land and Appointment of Trustees Act 1996.
15. The parties agree that the contents of the Family Home shall remain the absolute property of the person in whose possession they now are.
16. The parties agree to close the Joint Bank Accounts within 14 days of this Order and divide the balance equally.
17. It being recorded that the Applicant has the means to redeem the Mortgages on or before the transfer provided for at paragraph 31.
18. It being recorded that the Applicant resigned as Company Secretary for Enterpoint Limited on 29th June 2021
19. It being recorded that the Applicant is a shareholder in Enterpoint Limited.
20. It being recorded that the Respondent is sole Director of and a shareholder in Enterpoint Limited.
21. It being recorded that the Applicant resigned as Company Secretary for Enterpoint Properties Limited on 29th June 2021.
22. It being recorded that the Applicant is an equal shareholder in Enterpoint Properties Limited.
23. It being recorded that the Respondent is sole Director and equal shareholder for Enterpoint Properties Limited.

Declaration as to solvency

24.
 - a. The Applicant declares that she is solvent as at the date of her signing this order in that: (i) she is able to pay her debts as they fall due; and (ii) the value of her assets equals or exceeds the amount of her liabilities, including contingent and prospective liabilities;
 - b. The Applicant declares that she signed as true the attached Statement of Information for a Consent Order at the same time as signing this order; and
 - c. The Applicant undertakes that should there be any material changes to the Statement of Information between the date of her signing this order

and the date upon which this order shall take effect, she shall notify the Respondent in writing of such changes within five working days of learning of them.

25.

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

Undertakings to the court

You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court.

If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you-

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

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



John Edward Adair

26. The Respondent undertakes to remove The Family Home as the registered and/or correspondence address for Enterpoint Limited within 14 days of the date of this order.
27. The Respondent undertakes to remove The Family Home as the registered and/or correspondence address for Enterpoint Properties Limited within 14 days of the date of this order.

28. The Applicant undertakes to resign as a Trustee of Enterpt 1 within 28 days of the Pension Sharing Order at paragraph 40 being implemented.
29. Upon the Pension Sharing Order at paragraph 40 being implemented the Applicant undertakes to take all reasonable steps to transfer and/or re-register the assets held by Enterpt 1 into the Respondent's sole name, as sole remaining Trustee. Such steps to include the transfer of property provided for at paragraphs 34 and 35 below.
30. The Respondent undertakes to meet all costs associated with the Applicant resigning as Trustee of Enterpt 1 and for all costs associated with re-registering and/or transferring the assets held by Enterpt 1 into the Respondent's sole name.

Orders

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

Transfer of the Family Home

31. The Respondent shall transfer to the Applicant all his legal estate and beneficial interest in The Family Home subject to the Mortgages secured against the property within 28 days of the date of this order.
32. The Applicant shall be responsible for arranging the transfer provided for by paragraph 31 and be liable for the costs of the transfer.

Procure release from mortgage and to indemnify

33. The Applicant shall use her best endeavours to procure the release of the Respondent from any liability under the Mortgages on or before completion of the transfer provided for by paragraph 31 and shall in any event indemnify the Respondent against all such liability.

Transfers of property

34. The Applicant shall transfer to the Respondent all her legal estate and beneficial interest in Unit 1 Howsell Road within 28 days of the date of this order.

35. The Respondent shall be responsible for arranging the transfer provided for by paragraph 34 and be liable for the costs of the transfer.

Transfers of Narrowboat

36. The Applicant shall transfer to the Respondent all her legal and beneficial interest in the Narrowboat within 28 days of the date of this order.
37. The Respondent shall be responsible for arranging the transfer provided for by paragraph 36 and be liable for the costs of the transfer.

Company resignation and transfer of shares

- 38.
- a. The Applicant shall transfer to the Respondent all her shares in Enterpoint Properties Limited within 14 days of the date of this Order.
 - b. The Applicant acknowledges that she has no claim against Enterpoint Properties Limited arising out of the termination of her employment or otherwise.
39. The Respondent shall be responsible for arranging the transfer provided for by paragraph 38 and be liable for the costs of the transfer.

Pension Sharing Order

40. There shall be provision by way of a Pension Sharing Order in favour of the Respondent in respect of the Applicant's rights under Enterpt 1 in accordance with the annex to this Order, it being agreed between the parties that in the event that the Respondent non-member spouse predeceases the Applicant member spouse after this Order has taken effect but before its implementation the Applicant member spouse shall have the consent of the personal representatives of the Respondent non-member spouse to apply to vary or to set aside the terms of this Order under FPR 2010, r9.9A or to appeal out of time against the Order under the Matrimonial Causes Act 1973, s40A or s40B (as shall in the circumstances be appropriate).

Clean break: capital and income – Applicant

41. The Applicant's claims for periodical payments orders, lump sum orders, property adjustment

orders, pension sharing orders and pension attachment orders shall be dismissed and she shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and she shall not be entitled on the respondent's death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

Clean break: capital and income – Respondent

42. The Respondent's claims for periodical payments orders, lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed and he shall not be entitled to make any further application in relation to the marriage for an order under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) and he shall not be entitled on the applicant's death to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

Costs

43. There shall be no order as to costs

Liberty to apply

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

We the undersigned hereby request the Court to make an Order in the terms above to which we respectively agree

Signed: M. T. Adair

MARY TERESA ADAIR
Applicant

Signed: John E Adair

JOHN EDWARD ADAIR
Respondent

Signed: Paytons

Paytons Solicitors LLP
Elphick House
287 Worcester Road
Malvern
Worcestershire WR14 1AB
Solicitors for the Applicant

(iii) The Transferee's date of birth:

2 6 / 0 1 / 1 9 6 4
D D M M Y Y Y Y

(iv) The Transferee's address:

53 AROSA DRIVE
MALVERN
WORCESTERSHIRE WR14 3QE

(v) The Transferee's National Insurance Number:

NB388315C

(vi) If the Transferee is also a member of the pension scheme from which the credit is derived, or a beneficiary of the same scheme because of survivor's benefits, the membership number:

RETIREMENT CAPITAL

C. Details of the Transferor's Pension Arrangement

(i) Name of the arrangement:

ENTERPT 1

(ii) Name and address of the person responsible for the pension arrangement:

REGISTERED SCHEME ADMINISTRATOR LIMITED
OFFICE 12, VENTURE WALES BUILDING
PENTREBACH
MERTHYR TYDFIL CF48 4DR

(iii) Reference Number:

(iv) If appropriate, such other details to enable the pension arrangement to be identified:

(v) The specified percentage of the member's CEV to be transferred:

100 . 00 %

(vi) Where State Pension is to be shared, if the Transferor reaches his/her state pension age on or after 6 April 2016 and divorce or dissolution proceedings start on or after that date, then insert the shared weekly amount of State Pension which is payable. For the definition of the shared weekly amount of State Pension please see section 49A(3) of the Welfare Reform and Pensions Act 1999.

D. Pension Sharing Charges

It is directed that: (*delete as appropriate)

~~The pension sharing charges be apportioned between the parties as follows~~

or

~~The pension sharing charges be paid in full by the Transferor~~

The pension sharing charges be paid in full by the Transferee.

E. Have you filed Form D81 (Oyez Form DIV32) (Statement of Information for a Consent Order for a financial remedy)?

☒ Yes ☐ No

If 'Yes' delete the text opposite.

The parties certify that:

~~(i) they have received the information required by Regulation 4 of the Pensions on Divorce etc (Provisions of Information) Regulations 2000, and~~
~~(ii) it appears from that information that there is power to make an order including provision under [section 24B of the Matrimonial Causes Act 1973] [paragraph 15 of Schedule 5 to the Civil Partnership Act 2004].~~

F. In cases where the Transferee has a choice of an internal or external transfer, if the Transferee has indicated a preference, indicate what this is.

☒ Internal transfer ☐ External transfer

G. In the case of external transfer only (recommended but optional information)

(i) The name of the qualifying arrangement which has agreed to accept the pension credit:

(ii) The address of the qualifying arrangement:

(iii) If known, the Transferee's membership or policy number in the qualifying arrangement and reference number of the new provider:

(iv) The name, or title, business address, phone and fax numbers and email address of the person who may be contacted in respect of the discharge of liability for the pension credit on behalf of the Transferee:

(This may be an Independent Financial Advisor, for example, if one is advising the Transferee or the new pension scheme itself.)

(v) Please attach a copy of the letter from the qualifying arrangement indicating its willingness to accept the pension credit

☐

Please complete boxes H to J where applicable

H. Where the credit is derived from an occupational scheme which is being wound up, has the Transferee indicated whether he wishes to transfer his pension credit rights to a qualifying arrangement?

☐ Yes ☐ No

- I. Where the pension arrangement has requested details of the Transferor's health, has that information been provided? ☐ Yes ☐ No
- J. Where the pension arrangement has requested further information, has that information been provided? ☐ Yes ☐ No

Note: Until the information requested in A, B, (and as far as applicable G, H, I and J) is provided the pension sharing order cannot be implemented although it may be made. Even if all the information requested has been provided, further information may be required before implementation can begin. If so, reasons why implementation cannot begin should be sent by the pension arrangement to the Transferor and Transferee within 21 days of receipt of the pension sharing order and this annex.

THIS ORDER TAKES EFFECT FROM the later of

- a. the date on which the Decree Absolute of Divorce or Nullity of marriage is granted, or the Final Order of Dissolution or Nullity of civil partnership is made;
- b. 28 days from the date of this order or, where the court has specified a period for filing an appeal notice, 7 days after the end of that period;
- c. where an appeal has been lodged, the effective date of the order determining that appeal.

To the person responsible for the pension arrangement:

*(delete as appropriate)

- *1. Take notice that you must discharge your liability within the period of 4 months beginning with the later of:
- the day on which this order takes effect; or
 - the first day on which you are in receipt of -
 - a. the pension sharing order including this annex (and where appropriate any attachments);
 - b. in a matrimonial case, a copy of the Decree Absolute of Divorce or Nullity of marriage;
 - c. in a civil partnership case, a copy of the Final Order of Dissolution or Order of Nullity of civil partnership;
 - d. the information specified in paragraphs A, B and C of this annex and, where applicable, paragraphs G to J of this annex; and
 - e. payment of all outstanding charges requested by the pension scheme.
- *2. The court directs that the implementation period for discharging your liability should be determined by regulations made under section 34(4) or 41(2)(a) of the Welfare Reform and Pensions Act 1999, in that:



In the Family Court at BURY ST. EDMUNDS



No. of matter: BV19D17155

Between
and

Mary Teresa Adair
John Edward Adair

Petitioner
Respondent

Referring to the decree made in this cause on the 16th December 2021, whereby it was decreed that the marriage solemnised on the 8th September 1990.

at ST. JOAN OF ARC CATHOLIC CHURCH MOOR VIEW TORPOINT IN THE DISTRICT OF ST. GERMANS IN THE COUNTY OF CORNWALL

between Mary Teresa Adair the Petitioner

and John Edward Adair the Respondent

be dissolved unless sufficient cause be shown to the court within six weeks from the making thereof why the said decree should not be made absolute, and no such cause having been shown, it is hereby certified that the said decree was on the 21st December 2021, made final and absolute and that the said marriage was thereby dissolved.

Dated: 21st December 2021

Notes:

1. Divorce affects inheritance under a will
Where a will has already been made by either party to the marriage then, by virtue of section 18A of the Wills Act 1837:
(a) any provisions of the will appointing the former spouse executor or trustee or conferring a power of appointment on the former spouse shall take effect as if the former spouse had died on the date on which the marriage is dissolved unless a contrary intention appears in the will;
(b) any property which, or an interest in which, is devised or bequeathed to the former spouse shall pass as if the former spouse had died on the date on which the marriage is dissolved unless a contrary intention appears in the will.
2. Divorce affects the appointment of a guardian
Unless a contrary intention is shown in the instrument of appointment, any appointment under section 5(3) or 5(4) of the Children Act 1989 by one spouse of his or her former spouse as guardian is, by virtue of section 6 of that Act, deemed to have been revoked at the date of the dissolution of the marriage.