



The Matrimonial Causes Act 1973

The Marriage of Caroline Buckley and Paul Leslie Buckley

After hearing Counsel, Alexander Kloss on behalf of the Applicant Wife and Counsel, Caroline Curry on behalf of the Respondent Husband

After consideration of the documents lodged by the parties

ORDER MADE BY D.J. LATEEF ON 22/11/18 SITTING IN PRIVATE

The parties

1. The Applicant is Caroline Buckley
The Respondent is Paul Leslie Buckley

Definitions

2. Children of the Family
The 'children of the family' are William Paul Buckley dob 27/12/09 and Benjamin Richard Buckley dob 12/8/13.
3. Family Home
The 'Family Home' shall mean 26, Manor Close, Wilmslow.
4. 'The mortgage' shall mean the mortgage secured upon the Family Home in favour of Coventry BS.
5. '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.
6. 'The joint bank accounts' shall mean the accounts in the joint names of the parties with Santander Numbers 27320650 and 01341001.
7. "CSA" shall mean the Child Support Agency, the Child Maintenance Enforcement Commission or such other state appointed agency operating within the United Kingdom as may from time to time replace either of them.

8. 'CSA calculation' shall mean the assessment or calculation or periodic demand by the CSA.
9. The pension arrangement' shall mean Respondent's SSAS with Special Piping Materials Ltd.

Recitals

10. Introductory recital

The parties agree that the terms set out in this order are accepted in full and final satisfaction of:

- a. All claims for income;
- b. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
- c. All claims in respect of each other's pensions;
- d. All claims in respect of the contents of the family home and personal belongings including but not limited to furniture, art work, jewellery and motor vehicles;
- e. All claims in respect of legal costs excluding those of the divorce 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

Agreements / Declarations

11. 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.
12. The parties agree that neither of them shall institute proceedings against the other under the Married Women's Property Act 1882 / the Law of Property Act 1925/ the Trusts of Land and Appointment of Trustees Act 1996.
13. The parties agree that the contents of the family home shall remain the absolute property of the person in whose possession they now are except for a Panasonic TV, a Samsung TV, the BBQ (Webber) the Respondent's personal belongings and a printer which shall be the Respondent's property and shall be made available by the applicant for collection on 7 days' notice in writing.
14. (a) The parties shall take all steps as are necessary to close the Joint Bank Accounts forthwith. The credit balances shall be divided equally between the parties.
(b) The balances of the Halifax accounts in the children's names and the ISA in Benjamin's name shall be retained for their benefit

Undertakings to the court

15. Undertaking to discharge liabilities

The Applicant and Respondent shall each discharge 50% of the payments due with respect to the Mortgage secured upon the Family Home pending sale and in any event indemnify the other with respect thereto. The Respondent shall discharge his undertaking by payment thereof to the Applicant, who shall pay that sum onwards to the Mortgage company.

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

16. Lump sum order

- a. The Respondent shall pay to the Applicant a lump sum of £40,000 by 4pm 6/12/18.
- b. If the Respondent fails to pay all or any part of this lump sum by the due date 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

17. Order for sale

The Family Home shall be sold forthwith on the open market for sale and the following conditions will apply:

- a. the property shall be placed on the open market for sale immediately by for such price as may be agreed between the parties or in default of agreement determined by the court;
- b. the property shall be sold for such price as may be agreed between the parties or in default of agreement determined by the court;
- c. both parties shall have conduct of the sale;
- d. such solicitors as may be agreed between the parties or in default of agreement determined by the courts shall have the conduct of the conveyancing work relating to the sale;
- e. Gascoigne Hallman shall offer the property for sale; and
- f. the proceeds of sale shall be applied as follows:
 - i. to discharge the mortgage;
 - ii. in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
 - iii. in payment of the estate agents' charges;
 - iv. in payment to the Applicant of the first £450,000;
 - v. in payment to the Applicant of 50% of the equity above a sale price of £750,000;
 - vi. in payment of the balance to the Respondent

18. Child periodical payments order

By agreement between the parties the Respondent shall pay to the Applicant periodical payments for benefit of the children of the family. Payments shall be at the rate of £200 per child, pcm, by standing order. Payments shall start on 3/12/18,, and shall end on:

- a. each child respectively attaining the age of 18 years or ceasing their full-time secondary education whichever shall be the later; or
- b. a further order.
- c. Any CMS assessment, but not before the date 12 months after the date of this Order

19. Payment of periodical payments by standing order

The Respondent shall make payment of the sums due under paragraph 18 above by standing order into the Applicant's following account:

Name of Bank/Building Society: Halifax
Sort Code: 11-76-30
Account Number: 00014171
Name of account holder: Mrs Caroline Buckley
or such other account as the Applicant may from time to time nominate in writing.

20. Pension sharing order

There shall be provision by way of a pension sharing order in favour of the Applicant in respect of the Respondent's rights under his pension arrangement (as in definition) in accordance with the annex to this order as to 44.5% thereof, it being agreed between the parties that in the event of the Applicant predeceasing the Respondent after this order has taken effect but before its implementation the Respondent shall have the Applicant's personal representative's consent to an application for leave to appeal out of time against the terms of this order. The costs of pension sharing shall be paid equally by the parties.

21. Clean break: capital and income

Except as provided for in this order, both parties claims for periodical payments orders, secured periodical payments orders, lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed, and neither shall 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 they 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. For the avoidance of doubt, the clean break shall not apply until compliance with the terms of the Order herein.

22. Costs

There shall be no order as to costs.

23. Liberty to apply

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

C. Buckley

LS

P. Buckley

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Dated 22nd November 2018

Notice pursuant to PD 33A para 1.4 and 2.2

You Caroline Buckley and you Paul Buckley may be sent to prison for contempt of court if you break the promise that have been given to the court

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

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

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

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

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

LS

...C Buckley 22/11/2018

LS

...P Buckley 22/11/2018