

General Form of Order - Ancillary Relief



In the Family Court at STOCKPORT	
Case Number Always quote this	LV17D11251
Applicant	Caroline Buckley
Respondent	Paul Leslie Buckley
Co-Respondent	
Applicant's Solicitor's ref	SS:SR:2017/316
Respondent's Solicitor's ref	3RA/3LY/85844.1

The marriage of Caroline Buckley and Paul Leslie Buckley

Before District Judge Lateef sitting at the Family Court at Stockport, The Courthouse, Edward Street, Stockport, SK1 3NF 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

P. Buckley

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

...C Buckley 22/11/2018

...P Buckley 22/11/2018

Dated: 22nd November 2018

**Pension Sharing Annex
under [section 24B of
the Matrimonial Causes
Act 1973] [paragraph 15
of Schedule 5 to the Civil
Partnership Act 2004]**

In the Family Court sitting at Stockport

Case No.
(Always quote this) LV17 D11251

Transferor's Solicitor's
reference JRA/KM/85844.1

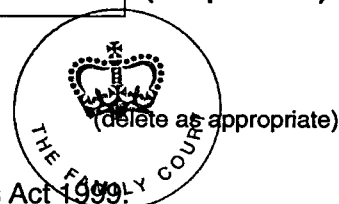
Transferee's Solicitor's
reference SS:2017/316

Between Caroline Buckley (Petitioner)

and Paul Leslie Buckley (Respondent)

Take Notice that:

On 22/11/2018 the court



- made a pension sharing order under Part IV of the Welfare Reform and Pensions Act 1999.
- ~~[varied] [discharged] an order which included provision for pension sharing under Part IV of the Welfare Reform and Pensions Act 1999 dated --/--/----~~

This annex to the order provides the person responsible for the pension arrangement with the information required by virtue of rules of court:

A. Transferor's details

- (i) The full name by which the Transferor is known: Paul Leslie Buckley
- (ii) All names by which the Transferor has been known:
- (iii) The Transferor's date of birth: 01/06/1975
- (iv) The Transferor's address: c/o Chamwood
Greendale Lane
Mottram St Andrew
Cheshire
SK10 4AY
- (v) The Transferor's National Insurance Number: JC 70 29 59 D

B. Transferee's Details

- (i) The full name by which the Transferee is known: Caroline Buckley
- (ii) All names by which the Transferee has been known: Caroline Shanks

f

(iii) The Transferee's date of birth:

21/06/1975

(iv) The Transferee's address:

26 Manor Close
Wilmslow
SK9 5PX

(v) The Transferee's National Insurance Number:

JS 45 55 94C

(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:

C. Details of the Transferor's Pension Arrangement

(i) Name of the arrangement:

Special Piping Materials Limited SSAS

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

The Pension Practitioner
Special Piping Materials Limited SSAS
48 Chorley New Road
Bolton
BL1 4AP

(iii) Reference Number:

BIBUCSPM

(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:

44 . 5 %

(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: 50/50

or

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

E. Have you filed Form D81 (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 LIVERPOOL



No. of matter: LV17D11251

Between
and

Caroline Buckley
Paul Leslie Buckley

Petitioner
Respondent

Referring to the decree made in this cause on the 7th February 2018, whereby it was decreed that the marriage solemnised on the 29th May 2008.

at The Colony Club Hotel, Porters, St. James in Barbados

between Caroline Buckley the Petitioner

and Paul Leslie Buckley 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 4th December 2018, made final and absolute and that the said marriage was thereby dissolved.

Dated: 4th December 2018

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.