

IMPORTANT NOTICE

**DO NOT SIGN IT UNLESS YOU UNDERSTAND IT AND INTEND TO BE
BOUND BY ITS TERMS.**

SIGNATURE WILL BE EVIDENCE OF AN AGREEMENT. YOU SHOULD
NOT SIGN IT UNLESS YOU HAVE HAD INDEPENDENT LEGAL ADVICE
WHICH YOU UNDERSTAND AND WITH WHICH YOU ARE SATISFIED.

Notes

This is a draft order which partially reflects the proposals set out in the Memorandum in respect of the mediation of William and Sheila Roberts.

There are a few more clauses that might be required which the solicitors must agree between them before this Order can be signed and presented to the court.

Clients are strongly recommended to ask their solicitors to prepare their Consent order to ensure that it accurately reflects their Mediated proposals and will deliver what they expect it to.

Case Number (See Divorce proceedings)

The

The marriage of William Roberts and Sheila Roberts

ORDER MADE BY CONSENT

INTRODUCTORY

1. "The applicant" is William Roberts

"The respondent" is Sheila Roberts

2. IN THIS ORDER the following words shall have the following meanings:

"The former home" shall mean Orchard Cottage, Smithson road, Oxford, Oxfordshire, OX21ST0.

"The mortgage" shall mean the mortgage secured upon Orchard Cottage, Smithson road, Oxford, Oxfordshire, OX21ST0 in favour of Santander.

"CMS" shall mean the Child Maintenance Service, 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.

"CMS calculation" shall mean the assessment or calculation by the CMS.

The "actual proceeds of sale" means the open market value of a property with vacant possession between willing seller and purchaser at the date of redemption of the legal charge or, if the property is to be sold, on the actual sale price on completion of the sale.

3. A dispute relating to this order or an application to vary its provisions will in the first instance be referred for resolution to an accredited family law mediator and if unresolved be addressed by referral to arbitration within the IFLA scheme and the following provision shall apply:
 - (a) The place and seat of the arbitration shall be London, England.
 - (b) The arbitration shall take place under and in accordance with the Institute of Family Law Arbitrators (IFLA) Rules in effect at the time of the arbitration.
 - (c) The arbitrator shall, in default of agreement between William Roberts and Sheila Roberts as to his or her identity, or in the event that an arbitrator on whose identity William Roberts and Sheila Roberts agree cannot or declines to act, be nominated by IFLA from the Family Arbitration Panel.
 - (d) There shall be one arbitrator.
 - (e) William Roberts and Sheila Roberts shall be bound by the arbitral award.
4. The parties agree that after the making of this order and its implementation no applications would remain to be pursued between them whether in this jurisdiction or abroad.

PENSION ISSUES

5. William Roberts undertakes to the court that in respect of any sum other than an annuity payable in the event of his death prior to drawing any benefits under his personal pension policy number CB1234 with City Bank he shall use his best endeavours to ensure that the trustees who are the persons having discretion over the distribution of such sum pay 100% of the said sum to Sheila Roberts for so long as the periodical payments order contained in paragraph below shall subsist.
6. Sheila Roberts undertakes:

Irrevocably nominate in accordance with the terms of the nomination attached to this order and marked X within 7 days from the date of this order that the children of the family shall receive 100% of the lump sum in equal shares payable in the event of her death in service or deferment under the Teachers Pension Scheme and to provide upon request by William Roberts written evidence of receipt by the Person Responsible for the Pension Arrangement (PRPA) of such nomination.

Within the same period to give an irrevocable instruction to the PRPA to inform William Roberts of her cessation of membership of the Teachers pension scheme within 14 days of the cessation of membership.

To give William Roberts notice of the date of her cessation of membership of the Teachers Pension Scheme as soon as the date of such cessation is known to her.

7. Sheila Roberts undertakes that she shall apply for Decree Absolute until 28 days have elapsed from the date on which this order is approved by the court.

ORDER INTRODUCTION

WITH EFFECT FROM DECREE ABSOLUTE IT IS ORDERED THAT:

LUMP SUM

8. William Roberts shall pay to Sheila Roberts a lumpsum totalling £500,000 on completion of the sale, such sum to be satisfied in the first instance from the net proceeds of sale of Orchard Cottage, Smithson road, Oxford, Oxfordshire, OX21ST0 ('the property').

PROPERTY ORDERS

9. In accordance with the Lum sum at paragraph 8 above the property known as Orchard Cottage, Smithson road, Oxford, Oxfordshire, OX21ST0 shall be sold forthwith on the open market.

The property shall be sold for such price as may be agreed between the parties or, in default of such agreement, as determined by the court.

Both parties shall have the conduct of the sale.

The conveyancing work relating to the sale shall be conducted by such solicitors as may be agreed between the parties or, in default of such agreement, as nominated by the court.

The property shall be offered for sale by estate agents agreed between the parties or, in default of such agreement, as nominated by the court.

The proceeds of sale of the property shall be applied as follows:

- to discharge the mortgage secured on it in favour of Santander;
- in payment of the solicitors' conveyancing costs and disbursements in connection with the sale;
- in payment of the charges of the estate agents;
- in payment of such sums as shall estimate as will be needed to discharge any capital gains tax due by the parties in respect of the sale and related professional expenses, for them to lay out in such discharge at the due time, dividing any remainder between the parties in the manner set out below;
- in payment to Sheila Roberts of the lump sum of £500000 in accordance with paragraph 8 above;

- in payment of the balance to William Roberts.

Note

Should Orchard Cottage sell for less than £900,000 the shortfall shall be shared equally by William and Sheila and deduced from their respective shares of the proceeds of sale as referred to in paragraph 9 above prior to payment to them following completion of sale.

10. Sheila shall forthwith transfer to William Roberts all her legal and beneficial interest with full title guaranteed in the Freehold property known as 5 Monks Street, Oxford registered with the Land Registry under title number.
11. William Roberts shall have conduct of the conveyancing and shall be responsible for both sets of legal costs of transfer of the property to his sole name.

CLAIMS TERMINATION

12. On the making of this order and pronouncement of decree absolute, the claims by William Roberts for financial provision, lump sum, pension sharing and property adjustment orders are dismissed and William Roberts shall not be entitled to make any further application in relation to the marriage including under s23(1)(a) of the Matrimonial Causes Act 1973.

On the making of this order and pronouncement of decree absolute, the claims by Sheila Roberts for lump sum, pension sharing and property adjustment orders are dismissed.

13. On the making of this order neither William Roberts nor Sheila Roberts shall be entitled on the death of the other to apply for an order for provision out of their estate.

LIBERTY TO APPLY AND HEARING VACATION

14. The parties may apply for further directions as to the implementation and timing of the terms of this order.
- 15.

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