

No: BV19D17155

The Matrimonial Causes Act 1973

After consideration of the documents lodged by the parties

ORDER MADE BY ON
SITTING IN PRIVATE

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.

1. The Applicant is **Mary Teresa Adair**
The Respondent is **John Edward Adair**

2. "The Family Home" shall mean 29 Huntingdon, Cradley, Worcestershire, WR13 5JZ registered at the Land Registry with title number HW95512
3. "The Mortgages" shall mean the mortgages secured upon The Family Home in favour of Nationwide with account numbers [REDACTED].
4. "The Joint Bank Accounts" shall mean the accounts in the parties' joint names as follows
 - a. [REDACTED] Held with Nationwide, with account number [REDACTED] and sort code [REDACTED]
 - b. Held with Santander, with account number [REDACTED]
5. "Unit 1, Howsell Road" shall mean Unit 1 Howsell Road Industrial Estate, Howsell Road, Malvern, Worcestershire, WR14 1UJ registered at the Land Registry with title number wr30700
6. "Enterpt 1" shall mean the XXX scheme held in the joint names of the parties, which excluding Unit 1, Howsell Road, is made up of the following:

- 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 joint names of the parties with account number XXXX
 - c. AIB bank account held in the joint names of the parties with account number XXXX
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 [REDACTED].

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 28.
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.

Orders

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

Transfers of property

28. 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.
29. The Applicant shall be responsible for arranging the transfer provided for by paragraph 28 and be liable for the costs of the transfer.

Procure release from mortgage and to indemnify

30. 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 28 and shall in any event indemnify the Respondent against all such liability.

Transfers of property

31. 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.
32. The Respondent shall be responsible for arranging the transfer provided for by paragraph 31 and be liable for the costs of the transfer.

Transfer of Enterpt 1

33. The Applicant shall transfer to the Respondent all her beneficial interest in Enterpt 1 within 28 days of the date of this Order.

34. The Respondent shall be responsible for arranging the transfer provided for by paragraph 33 and be liable for the costs of the transfer.

Transfers of Narrowboat

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

Company resignation and transfer of shares

- 37.
- 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.
38. The Respondent shall be responsible for arranging the transfer provided for by paragraph 37 and be liable for the costs of the transfer.

Clean break: capital and income – Applicant

39. 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

40. 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

41. There shall be no order as to costs

Liberty to apply

42. 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:

MARY TERESA ADAIR
Applicant

Signed:.....

JOHN EDWARD ADAIR
Respondent

Signed:

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

Solicitors for the Applicant