



In the Family Court No: BV19D15439
sitting at Bury St Edmunds

The Matrimonial Causes Act 1973

The Marriage of Janie Gale Rowthorn and Mark Alan Rowthorn

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.

The parties

1. The applicant is Janie Gale Rowthorn
The respondent is Mark Alan Rowthorn

Definitions

2. **The Aston**
"The Aston" shall mean the Aston Martin DB7 vehicle registration number M11DA.
3. **Family Home**
The "family home" shall mean 6 Lammas Close, Orlingbury, Northants, NN14 1JJ registered at the Land Registry with title number NN263452.
4. **Melton Residential Limited**
"Melton Residential Limited" shall mean the limited liability company incorporated and registered with Companies House by the parties for the purposes of managing the rental properties with Company Number 11378695
5. **Net proceeds of sale**
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. New Properties

The “New Properties” shall mean the properties which the parties both went on to individually purchase for themselves after the sale of the family home and the division of various other capital assets, the applicant’s being at an address which cannot be disclosed to the respondent, and the respondent’s being at Dalrymple House, Ardentinny, Dunoon, Argyll and Bute, PA23 8TS

8. The NS&I Income Bonds

The “NS&I Income Bonds” shall mean the NS&I Income Bonds which were jointly held by the parties during their marriage and which as at the date of the respondent’s voluntary Form E dated 18 July 2019 had a value of £536.

9. Pensions

The “Pensions” shall mean the various pensions held individually by the parties in respect of which the parties jointly commissioned a pensions report which was duly prepared by Mr Paul Heath of AWEPP and delivered on 12 July 2022 and comprise the following:

- a. “the applicant’s state pension” shall mean the pension arrangement held by the applicant with the state;
- b. “the applicant’s Oakleaf SIBA” shall mean the self-invested benefits arrangement held by the applicant with Oakleaf Facilities Limited;
- c. “the respondent’s state pension” shall mean the pension arrangement held by the respondent with the state;
- d. “the respondent’s Oakleaf SIBA” shall mean the self-invested benefits arrangement held by the respondent with Oakleaf Facilities Limited; and
- e. “the respondent’s Civil Service Pension” shall mean the pension arrangement held by the respondent with the Civil Service with reference number 32190337.

10. The Pensions Report

The “Pensions Report” shall mean the pensions report jointly commissioned by the parties in respect of the pensions prepared by Mr Paul Heath of AWEPP and delivered on 12 July 2022.

11. Rental properties

The “rental properties” shall mean:

- a. 20 Melton Street, Kettering, Northants, NN16 9DS registered at the Land Registry with title number NN271374 (“Melton Street”);
- b. 40 Forfar Street, St James, Northampton, NN5 5BJ with title number NN34748 (“Forfar Street”); and

- c. 22 Marriot Street, Semilong, Northampton, NN2 6AW registered at the Land Registry with title number NN27724 ("Marriott Street").

Recitals

Introductory recital

12. 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 the rental properties and personal belongings including but not limited to furniture, art work, 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; and
 - 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.

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, 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 and / or the Law of Property Act 1925 and / or the Trusts of Land and Appointment of Trustees Act 1996.
15. The parties agree that the contents of the family home and the rental properties and the new properties shall remain the absolute property of the person in whose possession they now are.
16. The parties agree that following their separation on 29 April 2019 discussions ensued about how the legal financial claims arising between them might be resolved, their assets at that time including the Family Home and the Rental Properties.

17. The parties agreed in the first instance that the Family Home should be sold and the net proceeds of sale be divided equally and pursuant to that agreement the Family Home was sold on 31 July 2020 and subsequently the net proceeds of sale totalling £699,770 were divided between the parties equally. The parties then each individually purchased the new properties.
18. In Summer 2021 the parties then reached agreement, the premise of which was equal sharing, as follows:
 - a. Noting that various monies and possessions had already been divided between the parties, including the net proceeds of sale from the family home, and monies repaid to them pursuant to loans with Ashley Rowthorn and Vanda Hollishead-Rowell, the parties would each retain the property and assets in their own names, including the new properties;
 - b. The NS&I Bond account would be closed and the proceeds divided equally between the parties;
 - c. The respondent would make a lump sum payment to the applicant in the sum of £10,750, being a balancing payment to reflect the respondent's retention of the Aston;
 - d. The respondent would make a lump sum payment to the applicant in the sum of £200, being a balancing payment to reflect what would otherwise be an inequality in winter fuel payments;
 - e. Melton Street would be sold forthwith and after discharge of the outstanding mortgage on the property and costs of sale the net proceeds of sale would be divided equally between the parties, the £1,000 fee due to Stepping Stones for finding a buyer for Melton Street to be shared equally also;
 - f. The applicant would transfer her legal and beneficial interest in Forfar Street to the respondent forthwith for a simultaneous lump sum payment of £46,500, the amount due being based upon a valuation by Connells of £275,000 and a mortgage redemption figure of £129,252, and the costs of the exercise being borne by the respondent;
 - g. The respondent would transfer his legal and beneficial interest in Marriott Street into the sole name of the applicant forthwith for a simultaneous lump sum payment of £46,500, the amount due being based upon a valuation by Connells of £275,000 and a mortgage redemption figure of £182,122, and the costs of the exercise being borne by the applicant;

- h. Each party would bear any capital gains tax arising in their own names as a result of the transactions in relation to the rental properties;
 - i. Immediately following the sale of Melton Street both parties would resign as directors of and ensure the dissolution of Melton Residential Limited; and
 - j. The parties would commission the Pensions Report.
19. The parties agree that the agreements reached as outlined above at paragraph 18 have all been implemented, save for paragraph 18(g), as the applicant was unable to secure a mortgage, so instead the applicant transferred her legal and beneficial interest in Marriott Street to the respondent for a lump sum of £48,519.00 that transaction completing on 21 January 2022.

Declaration as to true presentation of assets

20.

- a. The applicant and respondent each and both declare that they have each and both signed as true the attached Statement of Information for a Consent Order at the same time as signing this order; and
- b. The applicant and respondent each and both undertake that should there be any material changes to the Statement of Information between the date of them signing this order and the date upon which this order shall take effect, they shall notify the other in writing of such changes within five working days of learning of them.

Declaration as to solvency

21.

- a. The applicant and the respondent each and both individually declare that they are solvent as at the date of their signing this order in that: (i) he / she is able to pay his / her debts as they fall due; and (ii) the value of his / her assets equals or exceeds the amount of his / her liabilities, including contingent and prospective liabilities;
- b. The applicant and the respondent each and both individually declare that he / 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 and the respondent each and both undertake that should there be any material changes to the Statement of Information between the date of his / her signing this order and the date upon which this order shall take effect, he / she shall notify the other in writing of such changes within five working days of learning of them.

Undertakings to the court

22. The respondent agrees and undertakes that pending implementation of the pension sharing order outlined at paragraph 25 below he shall not increase his drawdowns against his Oakleaf SIBA beyond historical levels and shall in any event indemnify the applicant against any losses she incurs as a result of any breach of this agreement and undertaking.

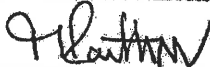
You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court. If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply 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.



Janie Gale Rowthorn



Mark Alan Rowthorn

Orders

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

Payment of and indemnity in respect of CGT

23. ~~The applicant shall discharge any remaining liability for capital gains tax arising in her own name consequent upon the implementation of paragraphs 18 (e), (f) and (g) of this order promptly and in any event within 28 days of receiving any demand from HM Revenue and Customs.~~

Payment of and indemnity in respect of CGT

24. ~~The respondent shall discharge any remaining liability for capital gains tax arising in his own name consequent upon the implementation of paragraphs 18 (e), (f) and (g) of this order promptly and in any event within 28 days of receiving any demand from HM Revenue and Customs.~~

~~Pension sharing order~~

25. There shall be provision by way of a pension sharing order in favour of the applicant in respect of the respondent's rights under the respondent's Oakleaf SIBA so as to provide the applicant with a 44.1% share of the respondent's rights under his Oakleaf SIBA, in accordance with the annex to this order, it being agreed between the parties that in the event that the applicant non-member spouse predeceases the respondent member spouse after this order has taken effect but before its implementation the respondent member spouse shall have the consent of the personal representatives of the applicant non-member spouse to apply to vary or to set aside the terms of this order under FPR 2010, r 9.9A or to appeal out of time against the order under the Matrimonial Causes Act 1973, s 40A or s 40B (as shall in the circumstances be appropriate).

Clean break: capital and income - Applicant

26. Except as provided for in this order, the applicant's claims for secured periodical payments orders, 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

27. Except as provided for in this order, the respondent's claims for secured periodical payments orders, 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

28. There shall be no order as to costs.

Liberty to apply

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





JANIE GALE ROWTHORN

Applicant

MARK ALAN ROWTHORN

Respondent

Dated 19th October 2023