

General Form of Order - Ancillary Relief



In the

Family Court at SOUTHEND

Case Number	Always quote this	SS12D01239
Applicant		Dean Anthony Blake
Respondent		June Rose Blake
Co-Respondent		
Applicant's Solicitor's ref		PG/BLAKE
Respondent's Solicitor's ref		JL/VF/00501-1

The marriage of Dean Anthony Blake and June Rose Blake

Before District Judge Foss sitting at the Family Court at Southend, Tylers House, Tylers Avenue, Southend on Sea, Essex, SS1 2AW

BY CONSENT

IT IS ORDERED THAT

See Order attached

Dated: 22nd April 2015

IN THE FAMILY COURT AT SOUTHEND

BETWEEN:

DEAN ANTHONY BLAKE

and

JUNE ROSE BLAKE



Respondent

CONSENT ORDER

Before ~~Deputy~~ District Judge *Foss* sitting at the Southend Family Court, Tylers House, Tylers Avenue, Southend-on-Sea, Essex SS1 2AW on the *22nd* day of *April* 2015

AND UPON the Applicant and the Respondent agreeing with each other and undertaking to the Court that:

- (a) The provisions of this Order are accepted in full and final satisfaction of all claims for capital and pension sharing orders which the Respondent may be entitled to bring against the Applicant or his estate in any jurisdiction howsoever arising, and for all claims for income, capital and pension sharing orders or of any other nature whatsoever which the Applicant may be entitled to bring against the Respondent or her estate in any jurisdiction howsoever arising.
- (b) Neither of them has any legal or equitable interest in property or assets owned by the other and all bank accounts, investments, pensions, policies, monies owed to them and other assets shall remain in the name of the party who now holds them save as provided for in this Order.
- (c) All personal belongings and chattels shall remain the property of the party who now holds them and that neither shall be entitled to bring a claim against the other or the other's estate in any jurisdiction howsoever arising in relation to these.
- (d) The Respondent shall i) resign forthwith from any position of employment or officer role she holds in Rima Freight Services Limited and ii) transfer forthwith her shareholding in Rima Freight Services Limited to the Applicant. The Respondent shall not be entitled to any further

remuneration, dividends or compensation from Rima Freight Services Limited or from the Applicant and the Respondent shall promptly sign whatever documentation the Applicant reasonably requires and cooperate fully in order to give effect to this provision and in consideration of this, the Applicant consents to the provisions of this Order.

- (e) The Respondent shall use her best endeavours to find properly remunerated work (whether employed or self-employed) forthwith and on an on-going basis and the Respondent shall provide such evidence in support of her endeavours in this regards to the Applicant as he shall reasonably request.
- (f) The periodical payments referred to in paragraph 1 below shall be reduced pound for pound by the income generated under recital e) above (such income to be calculated net of income tax and national insurance). There shall be no need for an Order varying the level of periodical payments in this regard. The Respondent shall provide such information and documents to the Applicant as he may reasonably request in order to evidence the income generated by the Respondent.
- (g) When she reaches the age of 55 years, the Respondent shall forthwith encash the maximum allowable under her pension entitlement (believed to be 25% of her total pension fund) and apply that total cash sum against the mortgage which is registered against the title to her property at 22 Prittle Close, Thundersley, Essex, SS7 3YR. The amount of periodical payments referred to in paragraph 1 below shall then forthwith (and without the need for an Order varying the same) be reduced pound for pound by the amount by which the monthly mortgage premiums are reduced by virtue of the capital repayment of the mortgage referred to herein. The Respondent shall continue to pay the mortgage in the meantime as it falls due. The Respondent shall provide such information and documents to the Applicant as he may reasonably request in order to evidence the capital repayment and mortgage calculation.
- (h) The Applicant shall maintain his current level of life cover, the benefit of which is assigned to the Respondent, to cover the risk of his death before the age of 66 years and his Critical Health plan and he agrees that any payments from the latter be used to protect spousal maintenance.

BY CONSENT AND SUBJECT TO DECREE ABSOLUTE it is ordered that: -

1. The Applicant shall pay or cause to be paid to the Respondent the following periodical payments:

As from the first day of the month following the date of this Order at the rate of £2,800 per calendar month payable by standing order into a bank account nominated by the Respondent until the first to occur of:

- a) The Respondent's remarriage;
- b) The Applicant's 66th birthday;
- c) The death of either the Applicant or the Respondent;
- d) The cohabitation by the Respondent for a period of 6 months or more;
- e) Further Order terminating such payments

2. There shall be provision by way of pension sharing in favour of the Respondent in respect of the Applicant's pension with Standard Life (with reference number) in accordance with the Pension Sharing Annex attached hereto. Any costs of implementing the Pension Sharing Order shall be borne equally.

3. Save as aforesaid upon compliance by the parties with paragraph 2 above and upon compliance by the parties with their undertakings herein:

- i. the Respondent's claims for lump sum, pension sharing and property adjustment orders do stand dismissed;
- ii. the Applicant's claims for financial provision, pension sharing and property adjustment orders do stand dismissed and he shall not be entitled to make any further application in relation to their marriage under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) or to make an application to the Court, on the death of the Respondent, for provision out of her estate.
- iii. Upon the cessation of the Respondent's claims for maintenance at paragraph 1 above, she shall not be entitled to make any further application in relation to their marriage under the Matrimonial Causes Act 1973 section 23(1)(a) or (b) or to make

an application to the Court, on the death of the Applicant, for provision out of his estate.

4. There shall be liberty to apply as to the implementation and timing of the terms of this Order.
5. There shall be no Order as to costs.

WE CONSENT TO AN ORDER IN THE ABOVE TERMS

IMPORTANT NOTICE

You may be sent to prison for contempt of court 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 would pay, a person entitled to enforce the undertaking may apply to the court for an order. If it is proved that you have had the means to pay the sum but you have refused or neglected to pay that sum, you may be sent to prison.

I understand that 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.

Signed:



DEAN ANTHONY BLAKE

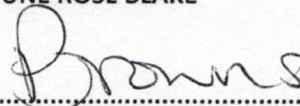
GILES WILSON LLP

Solicitors for the Applicant/Applicant

Signed:



JUNE ROSE BLAKE



~~LIDDELL & CO~~

Browns Solicitors

Solicitors for the Respondent

Dated this day of 2015

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 Southend	
* [Principal Registry of the Family Division]	
Case No. (Always quote this)	SS12D01239
Transferor's Solicitor's reference	
Transferee's Solicitor's reference	

Between Dean Anthony Blake (Petitioner)
and June Rose Blake (Respondent)

Take Notice that:

On 22 April 2015 the court *(delete as appropriate)

- 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 / / D D M M Y Y Y Y

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: Dean Anthony Blake

(ii) All names by which the Transferor has been known:

(iii) The Transferor's date of birth: 29/05/1960 D D M M Y Y Y Y

(iv) The Transferor's address: 8 Grasmere Avenue
Hullbridge
Essex SS5 6LF

(v) The Transferor's National Insurance Number: WK 99 20 54 A

B. Transferee's Details

(i) The full name by which the Transferee is known: June Rose Blake

(ii) All names by which the Transferee has been known: June Rose Batt

- 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.



In the Family Court at SOUTHEND



No. of matter: SS12D01239

Between
and

Dean Anthony Blake
June Rose Blake

Petitioner
Respondent

Referring to the decree made in this cause on the 4th January 2013, whereby it was decreed that the marriage solemnised on the 9th October 1982.

at The Parish Church in the Parish of the Good Shepherd Romford in the London Borough of Havering

between Dean Anthony Blake the Petitioner

and June Rose Blake 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 12th May 2015, made final and absolute and that the said marriage was thereby dissolved.

Dated: 12th May 2015

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.