



**In the Family Court at SOUTH
WEST DIVORCE UNIT**



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Date 2.11.2020

Signed Sbx

Name Suzanne Cox

of Bower & Bailey
Cambridge House
4 College Court
Regent Circus
Swindon
SN1 1PJ

Paul Michael Davey
Victoria Louise Davey

No. of matter: RS17D18678

Between
and

Petitioner
Respondent

Before Deputy District Judge Underhill sitting at The Family Court at South West Divorce Unit, P O Box 1792, Southampton, Hampshire, SO15 9GG on 13th August 2020

UPON reading the application of the parties it is ordered:

1. The consent order is approved as attached herewith.



In the Family Court
sitting at South West Divorce Unit

No: RS17D18678



The Matrimonial Causes Act 1973

The Marriage of Mr Paul Michael Davey and Mrs Victoria Louise Davey

ORDER MADE BY [DEPUTY] DISTRICT JUDGE UNDERHILL ON 13th ^{AUGUST} DAY OF 2020
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 Mr Paul Michael Davey
2. The respondent is Mrs Victoria Louise Davey

Definitions

3. The Children
The "Children" shall mean Isabella born 12th November 2006 and Alexander Davey born 14th January 2012
4. Former Matrimonial Home
The "Former Matrimonial Home" shall mean 3 Manor Gardens, Swindon SN2 2ND owned in the parties joint names and registered at the Land Registry under title number WT107007 subject to the lease under title number WT296997,
5. The Former Matrimonial Home Mortgage
The "Former Matrimonial Home Mortgage" shall mean the mortgage secured over the Former Matrimonial Home in favour of the Yorkshire Building Society.
6. Cirencester Property
"The Cirencester Property" shall mean the property known as 25 Clappen Close, Cirencester, GL7 1Wq" purchased by the Respondent on 6th April 2018
7. The Companies
The "Companies" shall mean:-
 - a. Wiltshire Homes Limited
 - b. V&P Property Services
 - c. Pure House Limited
 - d. Titan Funding LimitedBeing those companies of which the Respondent was a joint shareholder with the Applicant
8. The Directorships
"The Directorships" shall mean:-
 - a. Wiltshire Homes Limited
 - b. V&P Property ServicesBeing those companies of which the Respondent is a Director

9. The Joint Account

"The Joint Account" shall mean the account held with HSBC

10. The Pension Fund

"The Pension Fund" shall mean the fund known as the V&P Property Fund that has a current fund value of £1,240,618 as at September 2019.

Introductory recital

11. The terms set out in this order are accepted in full and final satisfaction of:

- a. All claims for capital, that is payments of lump sums, transfers of property and variations of settlements;
- b. All claims for income
- 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;
- e. All claims in respect of legal costs including 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

Declarations

12. 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.
13. 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.
14. The parties declare that they are each solvent at the date of this order in that: (i) they are each able to pay their debts as they fall due; and (ii) the value of their assets equals or exceeds the amount of their liabilities, including contingent and prospective liabilities.
15. Upon the parties having divided the contents of the Former Matrimonial Home by agreement, the contents shall remain the absolute property of the party in whose possession they now are.
16. Upon the Respondent having transferred to the Applicant her shares in the Companies.
17. Upon the joint account having been closed.
18. Upon the parties agreeing that the Former Matrimonial Home shall be sold to the Respondent's parents who are currently residing there. And upon the Respondent's parents having already paid to the parties the sum of £125,000 by way of a deposit

and the Respondent having been paid that sum to assist with her purchase of the Cirencester Property, along with a further lump sums totalling of £163,650 from the Applicant. And Upon the Applicant agreeing to be responsible for the tax payable (if any) in respect of the sale of the Former Matrimonial Home together with all other liabilities relating to the said Property including the lease, and all costs and liabilities in relation to the sale, and to indemnify the Respondent in relation thereto.

19. And upon the parties agreeing that there will be a shared care agreement in place for the children in that they shall spend equal time with both parties under an arrangement which will be agreed between them directly.

Undertakings

20. Former Matrimonial Home

The Applicant undertakes to be solely responsible for the payments in the respect of the Former Matrimonial Home mortgage until such time as the Former Matrimonial Home is sold or the Mortgage is discharged. Upon sale, the net proceeds (after payment of mortgage, estate agent and legal fees in connection with the sale) (if any) shall be divided between the parties equally. Pending a sale the property shall continue to be held as a joint tenancy. Upon sale the Applicant undertakes to be responsible for the tax payable (if any) and will indemnify the Respondent in respect of the same. The Applicant further undertakes to be responsible for all maintenance/repair works, buildings and contents insurance and all other liabilities in relation to the said Property, including the lease, pending sale and will indemnify the Respondent in respect of the same.

21. Employment

The Applicant undertakes to continue to pay the Respondent as a Director in his Company Wiltshire Homes Limited for a fixed time period of 5 years which will commence on 1st April 2018. She will be paid a gross salary of £42,800 pa until November 2019 where her salary will reduce to £32,000 pa. She will be an employee and therefore will receive her salary net of tax and national insurance. The Respondent will receive a formal contract of employment upon these terms which will include a provision that in the event the Company terminates the contract of employment, or her employment ceases for any reason other than by her own voluntary decision she will be paid out the contract in full.

22. The Respondent undertakes that she will promptly and as often as necessary opt out of any work-place pension scheme arising from her employment pursuant to paragraph 21 of this Order and in default, the amount paid into any pension funds as a consequence can be set off against the Applicant's obligations under paragraphs 21 and 23 of this Order.

23. The Applicant undertakes (on condition that the Respondent retains her pension fund within the V&P Property Pension) that growth in her fund will be such that the value will be a minimum of £600,000 by her 55th birthday (10th July 2034) in the event that it is not then he will top up her fund to produce that value by that date

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~~

E. Have you filed Form D81 (Oyez Form DIV32) (Statement of Information for a Consent Order for a financial remedy)?

Yes No

If 'Yes' delete the text opposite.

The parties certify that:

(x) they have received the information required by Regulation 4 of the Regulations on divorce etc. (Revisions of information) Regulations 2000, and (y) it appears from that information that there is power to make an order including provision under section 24 of the Matrimonial Causes Act 1973 in favour of or on behalf of the applicant (Paragraph 10 of Schedule 6 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:

[Empty box for name of qualifying arrangement]

(ii) The address of the qualifying arrangement:

[Empty box for address of qualifying arrangement]

(iii) If known, the Transferee's membership or policy number in the qualifying arrangement and reference number of the new provider:

[Empty box for membership or policy number]

(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.)

[Empty box for contact details]

(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

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

In the Family Court sitting at South West Regional Divorce Centre

Family Court Registry of the Family Division

Case No.	RS17D18678
(Always quote this)	
Transferee's Solicitor's reference	KM/DAV914/1
Transferee's Solicitor's reference	HKM/DJB/DAV561

(Petitioner) Paul Michael Davey
(Respondent) Victoria Louise Davey



Between Paul Michael Davey
 Name of Bower & Bailey
 Victoria Louise Davey
 Cambridge House
 4 College Court
 Regent Circus
 Swindon
 SN1 1PJ
 the court

On 13th August 2020

- made a pension sharing order under Part IV of the Welfare Reform and Pensions Act 1999.
- made an order which included provision 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 Michael Davey
- (ii) All names by which the Transferor has been known: N/A
- (iii) The Transferor's date of birth: 25/02/1968
- (iv) The Transferor's address: 4 Croome Close, Oakhurst, Swindon, SN25 2AF
- (v) The Transferor's National Insurance Number: NP809345B

B. Transferee's Details

- (i) The full name by which the Transferee is known: Victoria Louise Davey
- (ii) All names by which the Transferee has been known: Victoria Louise Campbell

36. 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.

Dated this day of 2020

of doubt the Respondent will not receive a direct payment. It can only be a pension credit.

29. Resignation

The Applicant shall resign her directorship of V&P Property Services within 14 days of the date of this order and her Directorship of Wiltshire Homes Limited within 14 days of her cessation of employment as referred to in paragraph 21 of this order.

30. Pension Sharing Order

There shall be provision by way of a Pension Sharing Order in favour of the Respondent in respect of the Applicant's rights under his Pension Fund as defined above in accordance with the annex attached to this order.

31. Child Maintenance

The Applicant shall pay to the Respondent periodical payments for the benefit of the children at the rate of £300 per child per calendar month by standing order to her HSBC account numbered 81689541 sort code: 40-33-01 from 1st May 2018 until the later of:

- a. Each child respectively attaining the age of 18 years;
- b. Each child respectively ceasing full-time secondary education.

when the Applicant's liability to maintain the children shall be dismissed.

32. On the variation date which will be the date of the payment due 1 year from the date of this order and at yearly intervals thereafter the periodical payments set out in paragraph 31 above shall stand varied automatically. The change in payments shall be percentage increase, if any, in between the consumer price index for the month 15 months before the variation date and the consumer price index for the month three months before the variation date.

33. Clean Break: Capital

Except as provided for in this order, the parties claims against the other for lump sum orders, property adjustment orders, pension sharing orders and pension attachment orders shall be dismissed.

34. Clean Break: Income

Except as provided for in this order, the parties claims for periodical payments orders and secured periodical payments 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) for periodical payments or secured periodical payments and neither shall be entitled on the death of the other to apply for an order under the Inheritance (Provision for Family and Dependents) Act 1975, section 2.

35. Costs

There shall be no order as to costs.

24. The Applicant undertakes to be responsible for any tax liability as a result of the transfer of shares referred to in paragraph 16 above and to indemnify the Respondent in respect of any and all liability in respect of the same. The Applicant also further undertakes to be responsible for all liabilities of whatever nature that have arisen or may arise in the future in relation to the Companies.

25. The Applicant undertakes to be responsible for the Children's private school fees and any and all expenses in connection with their uniform and extra-curricular activities, with the children to be privately educated until each of them respectively finishes primary education.

26. The parties undertake to not make any application to the CMS (or such Government body responsible for the matter of child support or maintenance) for maintenance for the children of the family and in any event if such as assessment is made (notwithstanding the Undertaking given) the maintenance referred to in paragraph 31 below shall be reduced pound for pound if the assessment is made against the Applicant.

27. The Respondent undertakes not to apply to the court under s8(6) of the Child Support Act 1991 for a child support top up order.

Notice pursuant to PD 33A para 1.4 and/or 2.2
You may be sent to prison for contempt of court if you break the promises that have been given to the court
(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
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
Paul Michael Davey
Victoria Louise Davey

Orders
IT IS ORDERED with effect from Decree Absolute:
28. Lump Sum Payment

The Applicant will pay or cause to be paid to the Respondent the following lump sum payments
(a) The sum of £11,350 (eleven thousand three hundred and fifty pounds) within 2 years of the date of this Order.
(b) An amount equivalent to such figure as is required by Clause 23 to ensure that the value of the Respondent's pension fund within the V & A Property Pension is a minimum of £600,000 by her 55th birthday (10th July 2034), such lump sum being satisfied by the Applicant having ensured that the Respondent's pension fund has been topped up to produce that value by that date. For the avoidance