



Neutral Citation Number: [2023] EWFC 25

Case No: LS20P01640

IN THE FAMILY COURT
SITTING AT THE ROYAL COURTS OF JUSTICE
IN THE MATTER OF SCHEDULE 1 CHILDREN ACT 1989

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 07/03/2023

Before:

THE HONOURABLE MR JUSTICE COBB

Between:

X
- and -
Y

Applicant

Respondent

Re Z (No.4) (Schedule 1 award)

Alexander Thorpe KC (instructed by Levison Meltzer Pigott) for the Applicant
The Respondent was not present and was not represented.

Hearing dates: 21-22 February 2023

Approved Judgment

I direct that no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

.....
THE HONOURABLE MR JUSTICE COBB

This judgment was delivered in private. The judge has given leave for this version of the judgment to be published on condition that (irrespective of what is contained in the judgment) in any published version of the judgment the anonymity of the children and members of their family must be strictly preserved. All persons, including representatives of the media, must ensure that this condition is strictly complied with. Failure to do so will be a contempt of court.

The Honourable Mr Justice Cobb:

Introduction

1. This application concerns Zoe¹. She was born at the end of October 2020 and is now therefore 2 years 4 months old. She is the only child of the applicant mother who lives with her in London. She is also the only child of the respondent father who lives in the United States of America. The mother and father were never married; their short relationship ended before Zoe was born.
2. The application before the court has been brought by her mother under Section 15 and Schedule 1 of the Children Act 1989 ('CA 1989'). This is the fourth judgment I have delivered in these proceedings, which began when Zoe was only a few days old. Separately, Sir Andrew McFarlane, President of the Family Division, has made welfare decisions on disputed issues over medical treatment in July 2021; for a brief period, Zoe was a Ward of the English High Court but the wardship was discharged in October 2022.
3. During the life of these proceedings, I have made a number of interim maintenance awards to the mother for the benefit of Zoe. I have also made significant financial provision so that the mother can pay for expert legal advice and representation. The three earlier published judgments contain my reasoning for my earlier awards and should be read alongside this judgment; they are:-
 - i) *Re Z (Schedule 1: Legal Costs Funding Order; Interim Financial Provision)* [2020] EWFC 80 (26 November 2020);
<https://www.bailii.org/ew/cases/EWFC/HCI/2020/80.html>
 - ii) *Re Z (Schedule 1: Further Legal Costs Funding Order; Further Interim Financial Provision) (No.2)* [2021] EWFC 72 (16 August 2021)
<https://www.bailii.org/ew/cases/EWFC/HCI/2021/72.html>
 - iii) *Re Z (No.3) (Schedule 1: Further orders)* [2021] EWFC 85 (20 October 2021)
<https://www.bailii.org/ew/cases/EWFC/HCI/2021/85.html>

Procedural issues: determination of the application in the absence of the father

4. Since the proceedings began in late-October 2020, the father has actively participated; he has attended all court hearings (albeit remotely by video-link) from his home on the west coast of the USA. He initially instructed solicitors, Mills & Reeve, then in 2022 moved his instructions to Hughes Fowler Carruthers. Throughout this period, he has been represented at hearings by experienced counsel, all experts in the field, including Alexis Campbell KC and Marina Faggionato. He has filed extensive evidence and a reasonably detailed Form E. He was legally represented by solicitors and counsel at the pre-trial review only a little over four weeks ago. I have found his contributions – evidentially and through counsel – to be extremely helpful.

¹ Not her real name.

5. Up until the point at which he disengaged from the proceedings he had honoured the financial orders made against him, including legal services orders for the payment of legal costs; at the point at which he disengaged he was due to pay a further (final) £175,000 to the mother's solicitors. This sum has not yet been paid.
6. Following the pre-trial review, the father wrote directly to the mother on 27 January 2023 informing her that he intended to play no further part in the proceedings and would not attend the final hearing:

“I have dis-instructed my lawyers and will not attend the final hearing. I have lost faith that you will allow [Zoe] to have a relationship with me, as you have rejected my proposals and have said that [Zoe] will not go to [State A] in the foreseeable future. My main priority is the well-being of [Zoe], and I want our daughter to have a safe, secure life surrounded by both of us and her loving families. I am saddened and disappointed that you have kept [Zoe] from me and her family in the United States. I feel that you have used [Zoe] as a pawn to extract money from me while denying [Zoe] the opportunity to have a meaningful relationship with me. In the interim, I will continue paying maintenance at the current level until further notice. I understand that you must give notice by March 10 whether to renew your lease. The flat was always unaffordable and I will not fund rent at that level. If you chose to rent a less expensive flat, I will provide a moving fund.

Please contact my representatives at [e-mail address] should you wish to coordinate any visits you will permit [Zoe] to take to [State A].”

7. In preparation for the final hearing, I enquired of the father directly (via my clerk) whether he wished to participate by video link. The father replied, courteously, confirming: “I will not be attending”.
8. Rule 27.4(2) of the Family Procedure Rules 2010 (‘FPR 2010’) empowers me to proceed in the absence of a respondent, provided that I am satisfied that the said party has had reasonable notice of the application, and specifically of this hearing, and that the circumstances of the case justify proceeding in his absence (rule 27.4(3)(a) and (b) FPR 2010). I am under an obligation to try this case justly and proportionately, and while this includes a duty to ensure that the parties are on an equal footing (rule 1.1(2)(c) FPR 2010), I am equally obliged to save expense and to deal with the case expeditiously and fairly (rule 1.1(2)(d)/(a) *ibid.*).
9. I can confirm that I am satisfied that the father has had reasonable notice of the application, and specifically of this hearing. I find that he has taken the conscious decision not to participate.
10. The father must realise that he has done himself a disservice by disengaging at this point in the process; as Mr Thorpe KC put it: “his arguments are subdued by his absence”. He must appreciate that I have been denied the benefit of true forensic

engagement on the important issues raised by this application. By virtue of the fact that the mother alone attended for the hearing, with her assemblage of lawyers, the presentation of the material has been inevitably one-sided. Having heard oral argument, and brief evidence from the mother, and having reviewed the documentary material filed, I reserved judgment and here set out my reasoning fully. I have prepared a more-than-usually detailed review of the arguments, and the law in this area (financial provision for children of unmarried parents) as it applies in England and Wales, for three main reasons:

- i) First, so that the father can better understand the evidence before the court, the arguments, and the legal basis on which I have reached my conclusions;
 - ii) Secondly, so that the father can see that I have, where I have felt able to do so in reliance on the documents filed, taken proper account of his case, notwithstanding that it has not been presented, or argued, before me;
- and
- iii) Thirdly, should there be any need for enforcement proceedings in the USA (I hope that it will not come to this), it can readily be seen how my decision has been arrived at.

General legal principles

11. The application is brought under Schedule 1 of the CA 1989; the mother seeks various forms of relief for Zoe under para.1 of that Schedule, including periodical payments, secured periodical payments, lump sum, and a settlement of property.
12. I have addressed specific issues of law in this judgment (below) as they arise. But I regard it as important to set out here the general principles against which I exercise my powers under Schedule 1.
13. First, when making an award under this legislation I must have regard to the matters set out in para.4 of Schedule 1, which reads as follows:

“In deciding whether to exercise its powers under paragraph 1 or 2, and if so in what manner, the court shall have regard to all the circumstances including—

 - (a) the income, earning capacity, property and other financial resources which each person mentioned in sub-paragraph (4) has or is likely to have in the foreseeable future;
 - (b) the financial needs, obligations and responsibilities which each person mentioned in sub-paragraph (4) has or is likely to have in the foreseeable future;
 - (c) the financial needs of the child;
 - (d) the income, earning capacity (if any), property and other financial resources of the child;

- (e) any physical or mental disability of the child;
- (f) the manner in which the child was being, or was expected to be, educated or trained.”

14. The seminal authority on Schedule 1 cases remains *Re P* [2003] EWCA Civ 837. In the leading judgment of the Court of Appeal Thorpe LJ at [44] discussed the role of ‘welfare’ (of the subject child(ren)) in the determination of such a claim:

“... welfare must be not just ‘one of the relevant circumstances’ but, in the generality of cases, a constant influence on the discretionary outcome. I say that because the purpose of the statutory exercise is to ensure for the child of parents who have never married and who have become alienated and combative, support and also protection against adult irresponsibility and selfishness, at least insofar as money and property can achieve those ends.” (emphasis by underlining added).

15. Thorpe LJ went on to give guidance about how the court should approach such a claim where at least one of the parties is “somewhere on the spectrum from affluent to fabulously rich” (and this, I may add, is one such case); he said this, at [45]:

“[45] Such cases may be more likely to be litigated, partly because where the parents are of more modest means financial liabilities will be conclusively settled by the administrative process under the Child Support Acts, to which the judicial process is only supplementary, and second because the affluent and the very rich may be less deterred by the costs of litigation. The starting point for the judge should be to decide, at least generically, the home that the respondent must provide for the child. The value, the size, and the location of the home all bear upon the reasonable capital cost of furnishing and equipping it as well as upon future income needs, directly in the case of outgoings but also indirectly in the case of external expenditure such as travel, education, and perhaps even holidays. The home will ordinarily be transiently required during the child's minority or until further order. The appropriate legal mechanism is therefore a settlement of property order. Since the respondent is entitled to the reversion, which in certain circumstances may fall in before the child's majority, the respondent must have some right to veto an unsuitable investment.

[46] Once that decision has been taken the amount of the lump sum should be easier to judge. For the choice of home introduces some useful boundaries. In most cases the lump sum meets the cost of furnishing and equipping the home and the cost of the family car.

[47] Those issues settled the judge can proceed to determine what budget the mother reasonably requires to fund her expenditure in maintaining the home and its contents and in meeting her other expenditure external to the home, such as school fees, holidays, routine travel expenses, entertainments, presents, etc. In approaching this last decision, the judge is likely to be assailed by rival budgets that specialist family lawyers are adept at producing. Invariably the applicant's budget hovers somewhere between the generous and the extravagant. Invariably the respondent's budget expresses parsimony. These arts have been developed in Matrimonial Causes Act claims, particularly where the budget is advanced to found the calculation of the price of the clean break. But it is worth emphasising the trite point that, by contrast, an order for periodical payments is always variable and will generally have to be revisited to reflect both relevant changes of circumstance and also the factor of inflation. Therefore in my judgment the court should discourage undue bickering over budgets. What is required is a broad common-sense assessment. What the court first ordains may have a comparatively brief life before a review is claimed by one or other party.”

16. In this case, as in many of its kind, a number of the ongoing heads of claim appear on the face of them to be for the benefit of the applicant mother only. She is of course caring for Zoe, (with the nanny). Mr Thorpe urges me to view these aspects of her claim with a “kind eye”. On this aspect, in *Re P*, Thorpe LJ went on to say this:

“[48]: In making this broad assessment how should the judge approach the mother's allowance, perhaps the most emotive element in the periodical payments assessment? The respondent will often accept with equanimity elements within the claim that are incapable of benefiting the applicant (for instance school fees or children's clothing) but payments which the respondent may see as more for the benefit of the applicant than the child are likely to be bitterly resisted. Thus there is an inevitable tension between the two propositions, both correct in law, first that the applicant has no personal entitlement, second that she is entitled to an allowance as the child's primary carer. Balancing this tension may be difficult in individual cases. In my judgment the mother's entitlement to an allowance as the primary carer (an expression which I stress) may be checked but not diminished by the absence of any direct claim in law.

[49] Thus in my judgement the court must recognise the responsibility, and often the sacrifice, of the unmarried parent (generally the mother) who is to be the primary carer

for the child, perhaps the exclusive carer if the absent parent disassociates from the child. In order to discharge this responsibility the carer must have control of a budget that reflects her position and the position of the father, both social and financial. On the one hand she should not be burdened with unnecessary financial anxiety or have to resort to parsimony when the other parent chooses to live lavishly. On the other hand whatever is provided is there to be spent at the expiration of the year for which it is provided. There can be no slack to enable the recipient to fund a pension or an endowment policy or otherwise to put money away for a rainy day. In some cases it may be appropriate for the court to expect the mother to keep relatively detailed accounts of her outgoings and expenditure in the first and then in succeeding years of receipt. Such evidence would obviously be highly relevant to the determination of any application for either upward or downward variation.”

17. I have had further regard to the supporting judgment of Bodey J in *Re P* at [76] and [77] and draw particular attention to the following passage:

“[77] In considering the mother’s budget, at least in bigger money cases, the court should paint with a broad brush, not getting bogged down in detailed analyses and categorisations of specific items making up opposing budgetary presentations. Rather, the court should do its best to achieve a fair and realistic outcome by the application of broad common sense to the overall circumstances of the particular case.”

18. It will be noted that ‘Standard of Living’ is not within the list of factors to which I am statutorily enjoined to have regard, and in this respect, a claim under Schedule 1 CA 1989 is unlike a claim under the Matrimonial Causes Act 1973 or the Matrimonial and Family Proceedings Act 1984. In this context, Mr Thorpe referred me to the decision of Moor J in *Hussein v Maktoum* [2021] EWFC 94 esp. at [91] :

“... the children should be able to have a lifestyle that is not entirely out of kilter with that enjoyed by them in Dubai and that enjoyed by [the father] and his family. I accept, of course, that it will be quite impossible to replicate, pound for pound, the standard of living they enjoyed before their parents separated but I am going to be generous and accept many of the figures put forward by [the mother].”

In the subsequent judgment of *Collardeau-Fuchs v Fuchs* [2022] EWFC 135 (“*Collardeau-Fuchs*”), Mostyn J lauded Moor J’s “rubric” as “an impeccable summary of the relevant principles and is one which I intend to adopt in this case”. I do so too (see §50, 61, 64, & 73 below).

19. In the preparation of my judgment, although not specifically referred to by Mr Thorpe, I have considered a number of additional authorities, which I reference (where the principles which they describe are relevant) in the judgment below.
20. Of most immediate relevance, particularly given its recency, is the judgment of Mostyn J of *Collardeau-Fuchs* (citation at §18 above). Although this was a high net worth financial remedy case following divorce (the couple lived “a billionaire lifestyle” [14]), in which the wife made a very substantial claim of £1.13m pa (excluding school fees) for the children (the terms of a prenuptial agreement prevented her from making a personal claim), there is an important passage which has relevance to issues of budget in a Schedule 1 case, and to other similar claims, where the parent has no personal spousal claim. Mostyn J at [129] said this:

“Drawing the threads together, the cases establish the following propositions:

- a. When determining a child maintenance application, the welfare of the child must be a constant influence.
- b. A child maintenance award can extend beyond the direct expenses of the children. It can additionally meet the expenses of the mother’s household, to the extent that the mother cannot cover, or contribute to, those expenses from her own means. Such an award might be referred to as a Household Expenditure Child Support Award (‘a HECSA’). The essential principle is that it is permissible to support the child by supporting the mother.
- c. But a HECSA cannot meet those expenses of the mother which are directly personal to her and have no reference to her role as carer of the child. An example is a subscription to a nightclub. However, the award can meet the expenses of the mother which are personal to her provided that they are connected to her role as a carer. Examples are the provision of a car or designer clothing.
- d. The reasonable level of the mother’s household expenses should be judged by reference not only to the present standard of living of the respondent but also, if applicable, to the standard of living enjoyed by the family prior to the breakdown of the relationship. The object of a HECSA is not to replicate either such standard, but to ensure that the child’s circumstances “bears some sort of relationship” to them. The standard of living in the parties’ home prior to the breakdown of the relationship is “as good a baseline” as any other.

(As will be seen, Moor J in the later *Maktoum* case, expressed the test as being that the children should be

entitled to a lifestyle that is “not entirely out of kilter” with that enjoyed by them before the breakdown of the marriage, and that currently enjoyed by the father and his family).

- e. The HECSA must be set at such a level that the mother is not burdened by unnecessary financial anxiety.
- f. When assessing the mother’s budget, the court should paint with a broad brush and not get bogged down in detailed analyses. Rather, the court should achieve a fair and realistic outcome by the application of broad common-sense to the overall circumstances of the particular case.”

- 21. I have specifically considered whether the formula adopted by the Child Maintenance Service (CMS) is relevant to a case such as this. It is important to note that in *Collardeau-Fuchs* Mostyn J was expressly distinguishing Schedule 1 applications (and other similar claims, where the parent has no personal spousal claim), from claims for post-divorce financial relief for a child under the Matrimonial Causes Act 1973. Under the former, as in this case, the periodical payments claim for the child would be the “centrepiece”, and the budget would be the “principal litigation battleground” of the process; under the latter, the claim for the child would often be “distinctly subsidiary” (see *Collardeau-Fuchs* at [120]). In arriving at the fair figure for periodical payments in a Schedule 1 claim, where the father’s gross income exceeds the statutory maximum for the CMS calculation (as here), I think the result given by the formula is unlikely to be relevant; I can make clear now that I regard it as irrelevant on the facts of this case. Indeed, I do not read Mostyn J’s comments in *CB v KB* [2019] EWFC 78 as doing any more than offering guidance in a *marital* child maintenance claim that a helpful starting point in fixing the level of periodical payments could, subject to an overall discretionary review, be the result of the CMS formula.
- 22. The useful distillation of the law set out in *Collardeau-Fuchs* (set out in §20 above) draws from a number of earlier authorities, including *Re P* and more widely, the following:
 - i) *J v C (Child: Financial Provision)* [1999] 1 FLR 152 (Hale J): with reference to standard of living; it was observed at p.160 that “the child is entitled to be brought up in circumstances which bear some sort of relationship with the father’s current resources and the father’s present standard of living”;
 - ii) *GN v MA* [2015] EWHC 3939 (Fam) (Bodey J) where he considered the much-debated question of payments for the direct benefit of the mother not the child, at [14]:

“ ... there will ... inevitably be numerous grey areas where the need being asserted [by the applicant] is of no direct benefit to the child but is (or is arguably) of legitimate indirect benefit in helping reasonably to sustain the mother’s

physical/emotional welfare. This will be most pronounced when the father is very wealthy and able without difficulty to provide for living costs of no clearly identifiable direct benefit to the child, but which would indirectly promote the mother's care of the child by allowing her such a lifestyle as not to feel 'out of place' in the society of the parents of the child's friends.”

“... it should not be thought by her that the solution is simply to spend above her means, running up debts so as to be able to come back to the court for lump sums for C, or for increased maintenance with which to service the debts. The budget below is what the court has calculated to be reasonable when balancing the various competing arguments which arise in cases like this. It is the mother's duty to C so to adjust her lifestyle as to bring him up within the budget and not to create for herself the stress of continuing debt from now on.”

- iii) *In re A (A Child) (Financial Provision: Wealthy Parent)* [2015] Fam 277 brought together the two threads (standard of living, and payments for the benefit of the mother) identified above. Macur LJ said this:

“[19] The literal or purposive interpretation of Schedule 1 does not permit of the concept of sharing or compensation for the benefit of the child, nor, by the back door, financial provision and compensation for the carer beyond that element attributable to the care of the child during his minority, or other determined duration of dependency. There is no established authority to the contrary.”

“[21] The extent of the non-residential parent’s wealth may still inform reasonableness of budgetary claims as well as ability to pay; that is, for example, the child of a wealthy man may well expect to be dressed in designer rather than high street store clothes. However, that is not to say that the court may dispense with any budget and sanction an award supportive of a lavish lifestyle devoid of context to the relevant child’s circumstances as is argued on behalf of this appellant. The court is responsible for ensuring appropriate financial support for the child and must confine the aspect of the carer’s allowance within the award to its legitimate purpose. The most casual analysis of a proposed budgetary allowance for a five-year-old child which includes membership of Annabel’s nightclub reveals the exaggeration of the claim to compensate or benefit the previous partner in their own right and not as carer for the child.

[22] Courts dealing with Schedule 1 applications routinely follow the decision in *In re P (Child: Financial*

Provision) [2003] 2 FLR 865. The nature of the child’s home environment provides the obvious baseline from which to consider commensurate levels of maintenance and is as good as any other.”

Background history

23. The background history is reasonably fully set out at §3-§13 of the first judgment ([2020] EWFC 80). I updated the history at §6-10 of the second judgment ([2021] EWFC 72).
24. I do no more here than provide a short resumé of the history, and a summary of the current position.
25. The mother is now 31 years of age. She is a university graduate who has worked in the fashion and interior design world in the past; she does not currently work. The father is 51 years of age. He continues to live predominately in ‘State A²’ on the west coast of the USA in a luxurious home (sufficiently sumptuous to feature on the front cover of a well-known interiors and lifestyle magazine) which stands in 4 acres of manicured beachside garden. The father is an investment manager and is immensely wealthy. He manages his business, or businesses, from his homes in State A and State B.
26. The mother and father had a relatively brief relationship in 2020. For a time, the mother moved in to live with the father in his home in the USA. There was talk of marriage; in February 2020 the father asked the mother’s father for the mother’s hand in marriage. The mother fell pregnant at about that time. The parents separated during the pregnancy, and the mother returned to England three months before Zoe was born.
27. Since my earlier judgments, the mother and Zoe have continued to live in London in rented accommodation; the mother is and always has been assisted in her care of Zoe by a nanny. Since January 2023 Zoe has attended a private nursery for up to three hours each term-time morning; she has a calendar which is replete, it seems, with multiple other social and physical activities, and activities/therapies connected with her disability (see next section).
28. The father has not yet met Zoe. In his written evidence filed at an early stage of the proceedings, he said that he was “heartbroken” not to be able to see her, referencing the impediments caused by national lockdowns and the challenges of international travel during the CV-19 pandemic. Those explanations do not currently have much relevance. In his final evidence filed in the case he said this:

“I would love to have a meaningful relationship with her, and I have no doubt that it is in her interests to have a meaningful relationship with me.”

He blames the mother for obstructing their relationship but declares that he is not able to travel to London now given his work commitments. I should add that I do not recall seeing, within the extensive evidence filed, any reference to the father having ever sent Zoe a gift or card on her birthday, or possibly at all.

² See §3 of *Re Z* [2020] EWFC 80

29. It is the mother's case that she wishes Zoe to have a relationship with the father; she has offered the father time with Zoe in this country. She said that she hoped that the father would combine personal attendance at this final hearing with time spent with Zoe, and made specific written proposals in this regard. She told me that she has regularly sent photos, videos and welfare reports of Zoe to the father via WhatsApp, but he does not "engage" with this (the mother refers to his "radio silence in response to daily WhatsApp and email updates surrounding Zoe's activities, health and schooling,"). The mother told me in her oral evidence that she would like to take Zoe to see her father in the USA perhaps later in 2023, for Thanksgiving. I note that the father issued her with a pressing all-expenses paid invitation to join him and his family for Thanksgiving and a three-week break in 2022, but she did not go. She told me, and I believed her, that she would like Zoe to spend time with the father.
30. The parental relationship is, and has been for some time, highly conflictual. In his judgment on welfare issues, the President of the Family Division made these observations about them (§15):

"I do not think it can be argued that it is profoundly contrary to her best interests for her parents to be so at odds with each other about, as it seems to me, everything and out of communication with each other, other than to exchange short messages, which are the opposite of being friendly. I make that observation I hope in a way that is one which is entirely sympathetic and empathetic to each of these two parents. They were not getting on at the time of Zoe's birth. They have then had to take on board and cope with the enormity of the diagnosis. There will be anger. There will be frustration. There will be feelings of guilt. There will be bewilderment. There will be exhaustion. All of these things will be features of their experience day-to-day at present. There will be feelings of grief. This is not the healthy baby that they would have hoped each of them to be a parent of. These are powerful emotions and, at the moment, they are playing themselves out in a wholly negative way, which can only be profoundly against the best interests of their baby. I am not being critical. I am simply stating what I see. They know what I am talking about.

This dysfunctionality, this conflict in their relationship, needs addressing for the benefit of their baby. They have got years ahead of them of needing to be in touch. She needs them working together to support her as she gets on with the very difficult life of a child growing up with this condition."

On very little do the mother and father see eye-to-eye; in relation to Zoe's health and condition (see below), the father accuses the mother of over-reacting and catastrophising, while she accuses him of indifference and a lack of real understanding. He accuses her of extravagance and unrealistic ambition in the prosecution of her claim for financial support for Zoe; she accuses him of parsimony. And so, sadly, it goes on.

Zoe's health and development

31. Zoe is described passionately and effusively by her mother as “a blessing to everyone that is lucky enough to meet her”, “simply amazing... the light of my life and my family’s life...”; she is a child who is described as illuminating any room. The photographs of Zoe which have been included in the bundle of documents for this hearing delightfully give some small indication of all of that.
32. Zoe suffers from a rare, sporadic, neurodevelopmental genetic disorder known as Williams Syndrome; it was diagnosed when Zoe was about 5 months old. I have learned a great deal about the condition from a useful publication issued by the Williams Syndrome Foundation (2021) entitled “Williams Syndrome: Guidelines for Educators” (Tynan, Kye, Van Herwegen). Specifically, I have been provided with specific reports on how the condition affects Zoe directly (see §35-37 below).
33. Williams Syndrome is caused by missing genetic material on chromosome number seven; one of the missing genes in this area is the one which produces the protein elastin, which is responsible for providing the elasticity in body parts such as the muscles, blood vessels, skin, brain, and other internal organs. Children who suffer from Williams Syndrome may have a range of medical issues which can impact on their development and wellbeing: renal and cardiac problems, raised blood pressure, high calcium levels, joint and muscle problems (including hernias) and/or dental abnormalities. Features may include a distinctive facial appearance. Most children have mild to moderate learning difficulties with general IQ scores between 40-60 (Martens et al., 2008), although there is significant variation in the results of IQ subtests. People with Williams Syndrome are said to have sociable personalities, characteristic behavioural traits and variable degrees of learning disability.
34. The Williams Syndrome publication (referred to in §32 above) contains the following notable extracts which are relevant to the issues before me:
 - i) “All children with Williams Syndrome require some daily 1:1 learning in a quiet area or separate room. Younger children with Williams Syndrome in primary mainstream school require full-time 1:1 support including during play and mealtimes due to health and safety risks (wandering off, tripping over, unaware of dangers, choking, unable to open packaging and unable to cope with toilet needs independently). However, the child should always work under the instruction of the teacher.”
 - ii) “Individuals with Williams Syndrome have low muscle tone due to the deletion of the gene ELN. As such, they benefit from physiotherapy to help with muscle strength, balance and coordination”;
 - iii) “As children with Williams Syndrome have complex needs (educational needs as well as social and health ones) input from an educational psychologist is required, especially to get an Education Health and Care Plan (ECHP) in place”;
 - iv) “Speak to an OT for the best intervention or approach that can help the child’s participation in school and classroom activities relating to gross/fine motor skills and sensory needs”;

- v) “Many children with Williams Syndrome show high levels of anxiety and often there is an increase in anxiety and decrease in wellbeing from puberty onwards. Although most young children with Williams Syndrome are happy, high levels of anxiety over time can lead to depression. There is some evidence that cognitive behavioural therapy can benefit young adults with Williams Syndrome. As such, input from a clinical psychologist/CAMHS or mental wellbeing team might be required.”
35. As a result of this condition, Zoe has a complex congenital heart defect - pulmonary atresia, coarctation of the aorta, distal arch hypoplasia, and atrial septal defect secundum (this is the most common type). Additionally, Zoe displays global developmental delay with speech, language and communication difficulties; she experiences some sleep difficulties, and engages in self-stimulating sensory behaviours. Zoe has had feeding difficulties all of her life; she will not readily feed from her mother and in order to eat appropriately and sufficiently, Zoe is fed by the family nanny. The medical evidence suggests that behavioural feeding problems often are very slow to resolve and will require daily input and support. The mother told me that were it not for the patience and persistence of the nanny, Zoe would be “on a feeding tube”.
36. Zoe underwent significant cardiac surgery on 9th of November 2021 at Great Ormond Street Hospital. Follow-up reports indicate that this was successful.
37. Various medical reports have been prepared on Zoe by her treating clinicians and these have been filed with the court. Most notable is the collection of letters/reports from her treating Consultant in Paediatric Neurodisability, Dr R. From these letters/reports I have collected the following information:
- i) Zoe displays “delay in all areas of her development”;
 - ii) Zoe’s diagnosis means that she will have long-term significant needs and will require additional support throughout her education;
 - iii) Zoe’s developmental delay manifests itself in her communications: she communicates with a variety of gestures, vocalisations, and the occasional word. She appears to be understanding at a single word level and this is why she is struggling to follow more complex instructions; her speech development is significantly below what would be expected for her chronological age,
 - iv) Zoe requires ongoing speech and language therapy support with her communication skills;
 - v) Zoe is unstable on her feet, often falling over; she needs adult support in busier environments. She shows delay in her gross motor skills (in sitting, standing & walking), as well as with significant difficulties with balance (dynamic & static balance) and postural stability (gravitational and postural insecurity); Zoe has reduced muscular strength and physical endurance during activities, as she easily gets fatigued for her age.
 - vi) Zoe is “highly sensitive” to noise and crowds (mother’s oral evidence) and shows acute sensory awareness towards certain sounds; in assessment she

became visibly distressed, for example when her mother coughed. Her mother reports that Zoe is frequently upset when the vacuum cleaner or Hoover is operating;

- vii) Zoe is often unwell with colds and the like, “more often than her friends”. The mother reported that Zoe is susceptible to infection and “always has a bit of a cough”;
- viii) Zoe reportedly struggles with transitions and change of events, particularly when others leave;
- ix) Feeding remains a significant area of difficulty for Zoe, she is still exceptionally fussy regarding textures of food as well as who can feed her. Zoe requires supervision during mealtimes to ensure she does not choke / aspirate. Zoe’s current developmental feeding age can be described to be around 4-6 months of age.

38. Zoe currently receives, and I am satisfied benefits from, a range of therapies:

- i) She requires 1:1 physiotherapy once per week; she will require lifelong monitoring and treatment from physiotherapists due to the known musculoskeletal disorders associated with Williams Syndrome namely spine kyphoscoliosis, joint laxity in childhood followed by joint stiffness with age, tightness in ankles and toe walking, and ataxic gait;
- ii) She receives speech & language therapy, primarily to assist her with her problems with eating;
- iii) She receives occupational therapy to support her independence in her daily occupations such as self-care skills, engagement in education tasks and play skills. In addition to this, OT offers education and strategies for Zoe’s carers in order to continue to support her in her home environment as she grows and her needs continue to develop. Zoe had a tongue tie snipped when she was a few weeks old to facilitate breast feeding; it has been recommended that Zoe should have a further operation to release her tongue tie. It is expected that this will be available to her on the NHS.

The mother’s case

39. The mother looks to the father for significant financial support for Zoe. She does not work, currently, and has modest means of her own. In her reply to questionnaire in October 2021 (and confirmed in oral evidence to me) the mother accepted that she has an earning capacity; however, as the implications of Zoe’s health have become more and more apparent over the last two years, she has modified her views:

“[The mother] also acknowledges that that situation will not last forever, and that it would be necessary for her then to do all she can to support herself once Zoe starts regular and structured schooling, so long as that work accommodates her primary commitment to Zoe. As to what her earning capacity might then amount to, it would be necessary to be

realistic bearing in mind the length of time she has been out of the workplace (as to which see below), the fairly limited time she was in it, the marketable skills she has and the need for her to be available for Zoe during school holiday periods and when unable to attend school for whatever reason. ... [The mother] has not been in paid employment since 2017, when she did some PA work for [XXX] (a high-end interior designer) for a few months.”

40. The mother seeks several forms of financial relief from the father for their daughter (see §11 above). The value she attaches to that claim has been consistently pitched high; at the outset of the proceedings (2020), I found her interim budget to be “overvalued and in some respects unrealistic”. She continues to present her case unapologetically high and in so doing she heavily relies upon the extreme wealth of the father and his standard of living. She points to the fact that the father’s net wealth is/was measured at somewhere around \$100m³ (per his ‘Form E’ December 2020) to \$130m (per his first statement in November 2020); in the Form E he asserts that his estimated net annual income would be £3.75m. She describes his “opulent” standard of living; she further refers to the fact that “[h]is friends are the rich and famous, and he is renowned for being a fabulous entertainer”. She has produced many photographs of the luxurious home where he lives in the USA; the Form E reveals that it is worth more than \$35m, but I note that it is/was subject to sizeable mortgage. The mother references the father’s use of a private jet, his lavish entertaining, his staff support including “world-class” chefs and a butler reputedly earning \$250,000pa. She points to the fact that his monthly ‘housekeeping’ budget for himself and his staff/guests is £78,007.52 (per the father’s Form E: December 2020); his monthly outgoings (ibid.) overall are c.£180,000. She invites me to make a comparison between this extraordinary level of expenditure and her proposed budget for the household comprising Zoe, the nanny and herself.
41. There is no doubt that when the parties were together the mother liberally used a credit card provided for her use by the father; there is now a conflict of evidence between them about the extent to which this spending was encouraged or discouraged by the father. Insofar as it may have been relevant to the issues under consideration, in the absence of the father I have not been able to resolve it; suffice it to say that for the period of their relationship the mother was the beneficiary of extravagant high-end spending consistent with the standard of living which the father appears to enjoy. In support of her claim for Zoe, the mother further points, *inter alia*, to a package of financial support which the parties were negotiating as a form of pre-nuptial settlement, in the event that she and (the yet unborn Zoe) had returned to and/or remained living in the USA. Under the terms of the proposed deal, the mother would have received from the father the sum of \$15,000pcm (£12,500⁴) to enable her to rent her own property close to the father’s home, \$120,000 as an annual tax-free allowance, with further expenses (including \$25,000 (£20,800) for designing and furnishing the apartment, and \$5,000 (£4,100) for designing and furnishing Zoe’s nursery).

³ This is slightly lower than his statutory declaration, which I referenced at §3 in *Re Z* [2020] EWFC 80

⁴ 1 USD = 0.835423 GBP at the date of writing.

42. The father, incidentally, accepts the figures which I have set out in §41 above, but now says that (a) he could little afford them even when he proposed them, and (b) he would not have accepted them but for the promise that the mother would return to the USA: “The offer was not financially viable for me, but it was one that I felt I had no option but to agree to, in order for [the mother] to return to America with Zoe (who had not yet been born)”.
43. The mother has made two formal open offers to the father in an attempt to resolve these proceedings; one was made in March 2022, and the more recent offer was made in December 2022. Mr Thorpe naturally focused on the later of the two. I thought it nonetheless instructive to consider the proposals side by side and this appears in tabular form as an appendix to this judgment. The key features of the mother’s case are:
- i) *Housing*: Zoe should be enabled to live in St John’s Wood in a property purchased by the father and settled on Zoe for her childhood, until she has completed tertiary education; the mother now seeks a budget of £4m (net of purchase costs and SDLT⁵) in this regard, a higher figure than the sum she sought 12 months ago (which she says was proposed following “a broad sweep of properties in the North West London area”). In her December statement she refers to the fact that “the approximate price bracket of living in a suitable property in the St Johns Wood area and surroundings is between £3.8m and £4.25m”. She seeks a lump sum for refurbishment and redecoration of the property (£75,000), and prospective lump sums (2 x £25,000) for future redecoration;
 - ii) *Moving fund*: The mother seeks a £7,500 moving fund;
 - iii) *Nanny*: The mother currently relies on a nanny, as she has done throughout Zoe’s life; she has provided a full account of the demands on her day in looking after Zoe, summarising their lives (statement: December 2022) as follows:

“Caring for Zoe is a full-time job and one that I am not able to do on my own. I need the assistance of a nanny to help me look after her and to make sure her daily routine runs smoothly. Keeping Zoe in a settled routine and in a familiar and safe environment is the first big hurdle for any day. Without the assistance of a nanny, I would not be able to cope and I would be concerned about further delays to her development.”
- The mother claims the cost of a nanny until Zoe is 11 years old and into secondary schooling. The current costs of the nanny is £71,500pa. She emphasises the significant emotional and practical toll on her, as a single parent with no emotional or practical support from the father, in caring for Zoe given her special needs;

⁵ It is recognised that if the property is purchased by the father, he will pay 2% higher SDLT as a non-UK resident.

- iv) *HECSA*: The mother asserts a periodical payments' claim (a HECSA) (see above §20) in the sum of £174,372pa, a 16% increase on her claim since last year; within the household budget the mother claims sums for the maintenance of her home, food and household items, clothes, domestic help, car and transport, and personal expenditure;
 - v) *Nursery/schooling*. The mother proposes that Zoe continues at private nursery and then moves on into private day schooling in London. In fairness (and in response to the father's case – see below) she told me that she keeps an open mind about state vs private education in the future:

“... it's about what's best. If it is state – fantastic. If it is private – great. I'll be guided by what is best for her.” (My note of her oral evidence).
- Given Zoe's developmental needs, she requires to be supported in her education from a 1:1 personal teaching assistant in school; it is possible that the 1:1 supervision will be funded (even in a private nursery/school setting) by the local education authority which is currently conducting a Special Education Needs assessment of Zoe;
- vi) *Debts*: The mother has debts, many of which are unpaid legal bills, for which she seeks a lump sum from the father;
 - vii) *Medical / health insurance*: She requests that the father makes provision for this for herself and Zoe.
 - viii) *Therapies*: The mother seeks a sum (£5,000pa) to cover the cost of therapies for Zoe (physiotherapy, speech and language, occupational health); this is included in the HECSA;
 - ix) *Flights to/from USA*: She requests that the father pay for business class flights and all costs of accommodation for Zoe, the mother and nanny;
 - x) *Security*: The mother seeks an order that the father take out life insurance in the sum of £8m or a lien on his home.

The father's case

44. At an earlier stage of the proceedings, the father took the position that he would pay for Zoe whatever order the court considers appropriate, and that there was therefore no need for the mother or the court to require him to provide extensive financial disclosure– a 'Millionaires Defence'⁶ (see §11-16 of *Re Z (No.2)*). He disputes some (but not all) of the mother's descriptions of his extreme wealth and asserts that his ability to settle large sums for Zoe are likely to be affected by cash flow problems given the extent of his leverage, and the turbulent state of the investment markets; he deposes to a net annual income as at 11 December 2022 of over £2.7m. The father's assets appear to be held within a 'Living Trust', which also clarifies how the father proposes to pass on his wealth on his death. He has named a number of beneficiaries, including his butler. When the trust was created, Zoe had not been born; I have not

⁶ *Thyssen-Bornemisza v Thyssen-Bornemisza (No 2)* [1985] Fam 1, [1985] FLR 1069

seen any evidence which indicates whether, and if so how, the father proposes to provide for Zoe from the assets held in the Living Trust now or in the future.

45. The father has repeatedly referred to the undisputed fact that the relationship between the mother and him was a brief one, ending before Zoe had been born. He infers (certainly in the early statements) that the mother pursued him (rather than the other way around, as the mother suggests). The father's clear view is that the mother has set her sights far too high in her claims; he says that the mother's "excessive financial demands were a feature of our 6-month relationship and that approach has not abated since she returned to England". He refers to the mother's litigation conduct (see §55 below) which, he says, has destroyed the last remnant of trust between them.
46. The father proposes that the mother should make use of her earning capacity immediately, and he disputes the mother's need to employ a nanny ("I do not understand why [the mother] needs a nanny. She is young, healthy and does not work. I would hope that [the mother] can take care of Zoe without the need for a nanny"). He makes the point that the spending habits of the mother "are not entirely child-focused", and that she now "seeks to achieve for herself a lifestyle which she has never previously enjoyed, and which has little bearing on a proper assessment of Zoe's needs".
47. The key features of the father's open offer (adopting the same sub-headings as in §43 above) are as follows:
 - i) *Housing*: The father proposes that the mother and Zoe continue to live in rented accommodation for the long-term; he offers the sum of £4,750pcm in this regard (the figure which I had allowed for the mother in late-2020, although the mother chose a more expensive property and her current rent is actually £6,500). When Zoe's educational needs have been better identified, he would be willing to consider purchasing a suitable property to a maximum of £1.75m⁷ in the area of West Hampstead or Queen's Park; he has provided property particulars in the region of £1.3m to £1.6m. His proposal is a little ambiguous as to whether he envisages that the costs of purchase (SDLT and other purchase costs) would need to be deducted from this figure⁸, but this uncertainty is of relatively little consequence as I am satisfied that his offer is considerably wide of the mark. No furnishing fund is offered to the mother, as (he says) this was covered in the interim award;
 - ii) *Moving fund*: The father will provide £5,000 for a moving fund;
 - iii) *Nanny*: The father proposes (October 2022) £35,000pa (£2,916 per calendar month) gross in respect of a nanny; he proposes that "[t]here shall be a review of this provision once Zoe begins nursery, at which point this provision shall terminate unless otherwise agreed or ordered". As it happens, Zoe commenced nursery attendance in January 2023. It is not clear to me whether the father would accept the need for a nanny at all going forward; the father envisages that the nanny can undertake some light housekeeping duties in addition to caring for Zoe;

⁷ His open offer (October) pre-dates his final statement (December); where there is a discrepancy, as here, I take the proposal from his final statement.

⁸ "This sum will include the costs of purchase, increased stamp duty..."

- iv) *HECSA*: The father proposes periodical payments to the mother for Zoe in the sum of £60,000pa until Zoe commences secondary school whereupon the sum then payable will be reduced by one third;
- v) *Nursery/schooling*: The father submits that state schools and nurseries are typically better resourced, and better able to deal with children with developmental needs; “it is in Zoe’s best interests to attend a state school from nursery so the support she needs can be ascertained at the very early stages of education, and she can access this support as soon as possible”; the father disputes the need for a 1:1 personal teaching assistant in school;
- vi) *Debts*: The father makes no offer;
- vii) *Medical / health insurance*: The father offers to procure suitable medical insurance for Zoe to cover any time she spends in the US for the purpose of staying with him. The father makes no offer in relation to private health care in England, proposing that all health care (medical and dental) should be provided on the NHS;
- viii) *Therapies*: The father offers to fund therapies for Zoe at £3,600pa monthly for three years; he stipulates that there shall be no increase on this figure at any point in the future. It is suggested that this sum will allow Zoe to have two sessions per month of either occupational therapy, speech and language therapy or additional physiotherapy. He adds: “[t]here shall be no further provision for private treatment, given Zoe’s care is being undertaken primarily by the NHS (and this should continue)”;
- ix) *Flights to/from USA*: The father has offered to pay for all flights (business class) and reasonable accommodation costs and expenses for the mother, Zoe and a nanny (if required and/or for as long as she has a nanny) in order to facilitate time spent with him. In an open letter (14 October 2022⁹), he specifically proposed this:

“[The father] will fund business class tickets and one night’s layover in [City] on the outbound journey and one night on the return journey. [The father] would also be prepared to fund a relative or friend of [the mother] to come with her. ... [The father] will pay for suitable accommodation for [the mother] in [State A] in close proximity to Zoe [while Zoe is staying with the father together with her nanny]. While Zoe is with [the father], [the mother] can remain in [State A] or fly to [City] (or elsewhere) if she wishes. If your client wanted to fly elsewhere during this period, our client would provide her with \$500 per day for accommodation.”
- x) *Security*: The father will make available a sum insured of £1.5m as security for the figures he proposes for the HECSA and for provision for Zoe’s nanny. This sum is to reduce *pro rata* as payments for the mother’s HECSA and nanny are made.

⁹ This offer was slightly more generous in its terms than the father’s formal ‘Open Offer’ of 12 October 2022.

Conclusions

48. I have set out my conclusions under the relevant sub-headings below. Before I turn to the specifics, I make some general comments about my approach so that the father, in particular, understands the context in which this award is made.
49. First, the matters to which I must have regard are set out in Schedule 1, para.4, CA 1989. I have rehearsed those above at §13. It may well be understood that “the physical or mental disability of [Zoe]” and her corresponding “financial needs” are the magnetic factors in my assessment in this particular case; the father’s “financial resources” are fortunately such that those needs may be amply met by him.
50. While ‘standard of living’ is not a statutory principle to be brought into the reckoning in settling on the appropriate award (see again §18 above), it is clear from authority that Zoe’s lifestyle, and the comfort in which she is raised in England, should not be ‘out of kilter’ with the standard of living enjoyed by her father. I take this view notwithstanding that Zoe never actually enjoyed a standard of living with her parents together, the parents having separated some months before she was born.
51. It was reassuring to note that the father, when he wrote to the mother on 27 January 2023 (see §6 above), made plain that his “main priority” is the “well-being of Zoe”; I was further comforted to note his intention to ensure that Zoe has a “safe, secure life” enjoying relationships with both sides of the family. In conducting the discretionary exercise under Schedule 1 in this case, I can confirm that Zoe’s welfare is and has been my ‘constant influence’ (per *Re P* above). As I hope that I have made clear through my judgment (see in particular §31 to §38 above), Zoe is a very special little girl in so many ways. Her medical condition (Williams Syndrome) will be a life-long condition for her; the syndrome will affect, and in all likelihood materially inhibit, her development in many ways as she progresses through childhood. I am satisfied from all I have read – both generically about the condition and specifically about Zoe – that Zoe will require particularly special care over the course of her childhood in the home and at school. It is reasonable to assume that the condition will further limit Zoe’s choices in life, and her facility for independence, as an adult. These are all difficult issues for both parents to absorb.
52. I am conscious that, in presenting his case both formally (witness statements) and informally (in correspondence), the father has repeatedly referenced the relative shortness of the relationship between himself and the mother (see §45 above). This is of no real consequence under the English law in a claim under Schedule 1; the father’s obligations towards Zoe were firmly established as a matter of law the moment she was born.
53. I know that the father would have been anxious to emphasise to me that I should be careful to guard against unreasonable and inflated claims made on Zoe’s behalf by the mother for her personal benefit, with the disguised element of providing for Zoe. I can reassure him that I have been so careful. That said, picking through the mother’s budget has been a complex exercise (see §72-75 below); in this case, as in many of its type, it has not been easy, nor would it have been altogether appropriate, strictly to apportion the budget in such a way as to isolate only those matters which are referable to expenditure on the child.

54. Given the way in which the mother has presented her claim from the outset (see §40 above) I have regarded it as necessary to cast a particularly critical eye over her claims at this final hearing of her application. I found in 2020 that she had launched her claim for Zoe with unrealistic expectations and disproportionate and inflated figures in her proposed interim budget and said so (see [45] [2020 EWFC 80]¹⁰. Having revealed her hand at that stage in that way, the mother's claims thereafter have been subject inevitably to higher levels of judicial scrutiny. I find that, while her extravagant aspirations have moderated a little over time, she still has a tendency to exaggerate Zoe's and/or her own needs.

55. Just as significant in my deliberations, if not more so, I must record here again that during the interlocutory stages of the proceedings I had cause to condemn the mother for misleading the court. This has happened not once but twice:

- i) In July 2021, the mother misled me about an alleged debt to her father in the sum of £25,000 (see §49-59 of *Re Z (No.2)*). At the final hearing, Mr Thorpe unsurprisingly tried to play down this incident, describing the £25,000 as "loose change" when contrasted to the father's great wealth. I do not accept this description. But in any event, my concern was not so much about the sum itself, but that the mother had lied on oath:

"At 29 years of age, I am embarrassed that I have had to ask my dad for help.... I need to pay this money back to my dad as a matter of urgency for the sake of my own self-respect. It is humiliating to have to ask my dad to pay for items, and I do not like the feeling of dependence".

"The understanding between me and my father was that he would allow me to borrow £25,000 from him, on the basis that I would ask the court for repayment of this on 20 July. He is expecting to be repaid then. If this court does not assist me, this will put a strain on my relationship with my father, and add to the significant stress and worry I am already shouldering."

Moreover, at the hearing in July 2021 she had gone on to instruct Mr James Roberts KC (then acting for her), to tell me that the debt had put an "enormous strain" on the relationship between the mother and her father. None of this was true.

- ii) Notwithstanding that she had been caught lying in July 2021 (see (i) above), in May 2022 a further scam was revealed: the mother had claimed a not insignificant interim sum in respect of the costs of Zoe's nanny/ies, only then to require the nanny/ies to repay some of that money back to her in cash, using her family on occasions, to launder the money; the mother then salted away these sums away. This fraudulent scheme was revealed in a letter from Hunters' solicitors dated 24 May 2022 (in answer to a pointed query from the father's solicitors¹¹):

¹⁰ She told me, for instance, that a £2,500 monthly budget for clothes for herself and Zoe was not reasonable "but it is one that I am prepared to live with".

“[The mother] informed us that she has entered into arrangements with some of the nannies by which they were paid more than they actually charged, on the basis that repayments were made to her in cash in a variety of ways... [The mother] accepts that full disclosure must be made to you and to the Court, as it conflicts with statements entered into the proceedings in evidence.”

Through this scheme, the mother pocketed a little under £10,000.

56. The mother has not served Zoe well by behaving during this litigation in the ways described above (§54/55). She has, in fairness, apologised for her dishonesty: she filed her own Position Statement to the court in July 2022 (when she was briefly unrepresented) stating that she “remorsefully regret[s] my financial misconduct. I apologise profusely to all involved unreservedly. I am ashamed and embarrassed by my actions”. In any event, I remind myself that the Schedule 1 award is for Zoe’s benefit, and I am therefore conscious not to mark my disapproval of the mother’s conduct during the litigation by reducing the award in such a way as to compromise Zoe’s welfare.

Housing

57. As the Court of Appeal’s judgment in *Re P* makes clear, the housing award is “the starting point” in any Schedule 1 determination, and from it will flow the scale of furnishing and equipping costs and (where the court has jurisdiction) the level of income provision too.
58. I am entirely satisfied on the facts of this case that the ‘security’ to which the father refers in his recent e-mail, and to which I attach a premium when considering Zoe’s welfare in the round, would be best achieved by the father purchasing a property which is settled on Zoe for her childhood or until the completion of her tertiary education. In this respect I explicitly reject his case that the mother and Zoe should rent long-term. As it happens, it seems to me that the mother might well have sought to present a case that Zoe is so overwhelmingly likely to be long-term dependent, given her special needs, that she should therefore receive a lump sum in her own right now as a housing fund. The mother has not presented the case in this way, perhaps because of Zoe’s very young age and uncertain prognosis.
59. Accordingly, I accept the mother’s case that the father should settle upon Zoe a property until the later event of (i) Zoe reaching 18 or (ii) leaving tertiary education (limited to a first degree). It is accepted, of course, that the property will not become the mother’s home. It is proposed, in this particular case, that the property would be purchased and owned by the father with an arrangement providing for the terms of occupation by Zoe and the mother governed by trust deed, or lease. In this way, the mother would have the benefit of living there during Zoe’s childhood and for as long as she is Zoe’s carer, but it would be settled for the benefit of Zoe. It will be apparent that the father can fully expect to regain his capital asset at the end of the period,

¹¹ Letter 6 May 2022: “I have asked you on a number of occasions for precise details of how much your client has been paying nannies and the answers your client has provided through you have been partial and opaque, and have required repeated questioning. This gave rise to suspicion on my client’s part that your client was once again not being frank about financial matters”.

probably enhanced in value; it is in this sense merely a loan of resources by the father for the benefit of Zoe rather than an outright payment.

60. As the property will effectively be the father's investment, I shall make provision in my order for the father to have some right of veto over the choice of home. The mother will have a degree of freedom of where to buy and the type of home (within the budget) but no purchase shall be made without the father's consent, albeit that his consent must not be unreasonably withheld.
61. In July 2022, I directed that the parties were to exchange housing particulars setting out up to 5 examples of properties they say are suitable for the child by a date in late-November 2022. Both parties did so. The mother has presented particulars of several properties in the St John's Wood area; she has chosen this area as it is close to where she is currently living, and close to Zoe's school. At this hearing, Mr Thorpe and the mother have talked me through the properties. The mother says that she needs "approximately £4m"; all of the properties are in this financial territory. The father's proposed properties (in the region of £1.6m), are in the main apartments and are of a different calibre altogether. The mother has viewed the properties proposed by the father, and has taken photographs which I have seen. I am satisfied that the father has significantly underestimated the proper provision for Zoe in this regard; he will require little persuading, I apprehend, that his proposed accommodation for Zoe was not just 'out of kilter' with his own home but several leagues different.
62. It seems to me that the following criteria should reasonably apply to the choice of home and location for Zoe:
 - i) It is reasonable for the mother to have a property with a minimum of three bedrooms and a maximum of four bedrooms (bedrooms for the mother, Zoe, and the nanny; and possibly a spare bedroom for family and friends to visit);
 - ii) There should be a family room – specifically space for Zoe; ideally there should be a garden or outside space;
 - iii) The property should be in central London; this is reasonable given that the mother has a network of friends in the area ("[a]ll of my closest friends are in central London") and family; St John's Wood is a reasonable choice;
 - iv) The property needs to be close to amenities; ideally it should be near Zoe's therapies, Zoe's general practitioner, and Zoe's nursery school; (although it would not cause Zoe significant detriment if she were required to change surgery, school, and the provider of therapies, in the event that I ordered that she live further afield);
63. Given the father's non-participation at this hearing, there has been no challenge to the mother's case; I have nonetheless had to cast a critical eye over her proposal. I expressed my concern to Mr Thorpe that the mother's favoured property of those particulars presented, a beautiful 4-bedroom coach house in St John's Wood, does not appear to be particularly well-appointed to meet Zoe's needs, there being, for example, no family room. It is a small matter of concern to me that the mother had not prioritised this in her search.

64. What should the housing budget be? The mother currently says that she needs £4m or “approximately” £4m to purchase suitable accommodation for herself and Zoe. At the conclusion of her evidence and argument I was left unpersuaded of this. The mother and her lawyers chose to show me only properties at the £4m mark, and none cheaper so that I could make any comparison; for sure, the £4m properties were luxurious and not at all out of kilter with the father’s standard of living. To be clear, I was equally unpersuaded by the father’s proposal as I have already indicated (see §47 and §61 above). Although I have no details of properties priced in between the figures proposed by the mother and those proposed by the father, I have reached the conclusion that the sum which the mother *initially* proposed in her open letter a year ago, namely £3.5m would in fact be likely to purchase an entirely suitable property which will amply meet Zoe’s needs. I am fortified in this approach by reference to the fact that she then contemplated spending the sum “within 24 months” of her proposal (i.e., still within the next 12 months). She had also proposed that the final sum awarded should be linked to any changes in the Savills Prime London Index applicable to North West London. Accepting this, for present purposes, as a reasonable qualification to her proposal, I shall simply increase the budget she proposed 12 months ago by £150,000. Thus, £3.65m is my award under this head. If she finds that this is insufficient to buy a suitable 3 or 4 bedroom property in St John’s Wood, I am nonetheless sure that this sum will be sufficient to enable her to buy a suitable property in a desirable part of North West London which still meets the criteria which I laid out at §62 above.
65. I should observe, as a post-script on this issue, that I believe an award of £3.65m for housing for a child represents a figure at much the higher end of the scale for awards under Schedule 1, albeit, I recognise, not the highest¹². On the particular facts of this case, I am satisfied that it is justified.
66. The mother seeks provision to be able to acquire a replacement home during Zoe’s minority. Of course, under the CA 1989 I can only make one property order. I have had regard to the decision of Cohen J in *MT v OT* [2018] EWHC 868 (Fam), esp. at [18]/[19], and I am satisfied that the proposal sought by Mr Thorpe simply contemplates the replacement of one property by another and this does not amount to a new settlement of property. My order will reflect this provision.
67. I shall award the mother the sum of £50,000 to cover the cost of any redecorations and refit of the home she chooses. She has already been awarded a £70,000 fund for set-up costs, and I expect that most of this sum will have been spent on furniture which will still be relatively new, and can be moved into the new property with the mother and Zoe. I shall award her one further lump sum of £25,000 for further redecoration and/or the cost of adaptations to the property in the future as Zoe grows and as her needs may dictate.

Moving fund:

68. I am satisfied that the mother’s claim for a moving fund in the sum of £7,500 is reasonable, and that shall be my award under this head.

¹² In *Re A* [2014] (citation above), (where the respondent father was a member of the wealthy ruling family of a middle eastern country), Bodey J’s award of £3.5m for housing (NB Bodey J’s award was made exactly ten years ago) was not challenged on appeal, even though Lewison LJ observed (at [44]) that it was “very generous”.

Nanny:

69. I needed no persuading in the early stages of these proceedings that the mother needed a nanny ([2020] EWFC 80 at [49]). The mother was adjusting at that time to first-time motherhood, on her own, and I was satisfied that Zoe would benefit from the attention of an experienced maternity nurse. In July 2021, I said that:

“I expect this current need [for enhanced practical and emotional support at home] to be temporary, and a more proportionate / cost-effective housekeeping / nanny provision can be arranged for the medium and longer term, post-recovery.”

I fully expected then that the mother would be able to fall back on a more “conventional” nanny arrangement (and cost) going forward.

70. Since my first judgment, Zoe was diagnosed with Williams Syndrome and her health and development needs have become all too apparent; they are significant, and I am sure that care for her is both physically and emotionally tiring. It is entirely reasonable on the facts of this case for the mother currently to benefit from the assistance of a full-time nanny; having regard to the medical evidence I consider that she will have that need for some time to come. At present it is only the nanny who has any real success in persuading Zoe to feed; the nanny is also adept in ensuring Zoe sleeps. I am satisfied that this mother needs another ‘pair of hands’ around the house for most of each week to help her care for Zoe. If I needed any further persuasion of the appropriateness of nanny care for Zoe for the foreseeable future, I remind myself of the not insignificant staffing levels which exist in the father’s own home, to care just for him.

71. The mother’s claim for the cost of a nanny working a 72-hour week from a reputable agency is £5,961.11 per month or £71,533.32 per annum plus agency fees. I propose to allow the mother this sum until Zoe reaches her ninth birthday (i.e., while she remains at junior school, but will be preparing for senior school), at which the ongoing need will be reviewed. The cost of nanny provision shall be index-linked.

HECSA

72. The ‘HECSA’ (‘Household Expenditure Child Support Award’) is a creation of Mostyn J and was first given life in his judgment in *Collardeau-Fuchs* (see especially at [129]). The HECSA is designed to cover the direct expenses of the child together with the expenses of the mother’s household, to the extent that the mother cannot cover, or contribute to, those expenses from her own means. Historically, the courts have considered whether a parent in the position of this mother should be entitled to a ‘carer’s allowance’ under this heading. This phrase (‘carers allowance’) has rightly fallen into abeyance for any number of good reasons; what is appropriate is the recovery of sums for the household of the subject child(ren).

73. The mother’s case at the final hearing that this award should be met by the sum of £174,372pa. I propose to award her £148,250pa (index linked). My approach to this award has taken account specifically of the following matters:

- i) First, I have considered whether the mother has her own resources in funding her household before she looks to the father to meet, or contribute to, that cost (*Fuchs* at [109]). I find that she currently does not;
- ii) Secondly, I have considered whether the mother has a current earning capacity, such that she could be expected to start bringing money into the household in the foreseeable future. I conclude that the mother is currently unable to work because of Zoe's special needs and that her earning capacity will probably not be realised for at least ten years (i.e., for as long as Zoe is at junior school). In this regard, I accept the mother's argument that her own needs (as distinct from luxuries) can therefore (subject to what follows) *currently* be reflected in the award for Zoe: in this regard, I have followed what was said in *Haroutian v Jenkins* [1980] 1 FLR 62 at p.64;
- iii) Thirdly, and importantly, I recognise that reasonable financial provision must include elements which directly benefit the mother, given that she is caring for Zoe, and indeed the only parent who currently has any relationship with Zoe. This is all the more important given that (as per §ii above) the mother currently has no earning capacity of her own. In my judgment the father should make provision (within the HECSA) at a level and for purposes which:
 - a) enables the mother to live with Zoe to a standard of living which, while not necessarily equivalent to as the father's, bears some sort of relationship to it – is not 'out of kilter' with it; in this case, the short time that the mother personally enjoyed the father's standard of living and the fact that Zoe has not yet sampled that standard of living (although she may experience it should she spend time with him, particularly at his home, in the future) are very much subsidiary factors;
 - b) has some bearing on the proposed budget which the father was himself considering had the mother and he remained together (see §40 above: he contemplated spending £12,500pcm on her rent, for example);
 - c) will sustain the mother emotionally, socially and physically; the mother is more likely to be available to offer her daughter emotional, social and physical care if her own well-being is assured in these regards;
 - d) provides the mother and Zoe with a good degree of comfort, without indulgence or excessive luxury; the mother should have sufficient funds to discharge her proper parental responsibilities without financial anxiety;
 - e) does not equate, across the board, to the level of provision to which she would have been entitled had she and the father made the commitment of marriage; the father has no obligation to maintain the mother and a standard periodical payments budget for a wife in matrimonial proceedings is therefore not helpful.

The authorities have made clear that this should be an essentially impressionistic assessment (rather than a detailed accountancy exercise¹³), in which it is necessary to apply a fairly broad brush to the sums under review. This, I may add, does not make it much easier;

- iv) Fourthly, I have had regard to the fact that the mother has misled the court on two occasions about her claims; once, in relation to an alleged ‘debt’ to her own father, and secondly in relation to nanny costs (see §55 above). I am all the more sensitive to the need to ensure that there is true justification for the sums claimed, and there is no identifiable scope for ‘slack’;
- v) Fifthly and finally, I have considered the detail of the budget itself. I should acknowledge at once that the budget presented at this hearing (£14,531pcm) was a significantly pared back version of a budget (of £34,000+ pcm) which had been prepared for an earlier hearing; this earlier sum had perhaps unsurprisingly attracted some judicial incredulity. That said, and while I bear in mind (per Macur LJ in *Re A*) that the child of a wealthy man may well expect to be dressed in designer rather than high street store clothes, there are still aspects of the budget presented for my approval even now which stood out as being either inflated, or inappropriately as exclusively for the benefit of the mother and unconnected to her role as carer. Thus, I could not help, for example, but flinch at the claim of £4,800pa for toys for Zoe; £2,000pa for photos of Zoe; £6,000pa gym membership/yoga/massage for the mother; a salary of £15,360pa for a cleaner (for a 3-4 bedroom property, where there is also a nanny working a 72hr week, who could reasonably be expected to take on some light domestic duties). I recognise that I should not take a nit-picking approach to the budget, but instead apply a broad brush, as Bodey J exhorted in *Re P* and Mostyn J in *Collardeau-Fuchs*.

Thus, having regard to all the matters outlined above, and as in *Maktoum*, where Moor J applied a discount of 27% to the budget, and as in *Collardeau-Fuchs*, where Mostyn J (at [149]) applied a discount of 15% “across the board”, so do I consider it appropriate to apply a discount to the mother’s HECSA. Like Mostyn J, I shall apply a 15% discount across the board from the mother’s claim; this achieves, in my judgment, a “fair and realistic outcome by the application of broad common sense” (see, again the judgments of Thorpe LJ and Bodey J in *Re P* respectively at §15 and §17 above).

- 74. I hope that the mother will appreciate that, notwithstanding my discount of her claim, this is still a very sizeable periodical payments allowance indeed; it will, I am confident, enable the mother and Zoe to live in considerable comfort. I suspect that the mother will need to keep a closer eye on her finances than she has been accustomed to in the recent past, to prioritise spending on Zoe, and rein in her personal extravagances.
- 75. The award will be CPI index-linked, and will endure until Zoe is 18 or completes full-time tertiary education, if later.

Nursery/schooling:

¹³ See for example Baron J in *DE v AB* [2011] EWHC 3792 (Fam) at [35]/[40], and Charles J in *FG v MBW (Financial remedy for child)* [2011] EWHC 1729 (Fam) at [140].

76. Zoe attends a private nursery for three hours each weekday morning, and has done so since January 2023. It is envisaged that her hours will increase over the upcoming months.
77. The father may be right in his suggestion that resources available in state education for children with special needs may be adequate to meet Zoe’s needs in the future. I am aware that there are many schools in the state sector which cater extremely well for children with special needs. However, I am also of the view that Zoe can reasonably expect to be educated privately if the specific privately funded provision is – in the particular circumstances as they obtain from time to time – in her best interests; the father, in my judgment, ought to make funds available for this.
78. It is very clear that Zoe needs 1:1 teaching assistant support in school; this is true now, and it is likely to be true for some time. The current headteacher has made this requirement plain; the Williams Syndrome Foundation publication echoes this, as a clear expectation. The mother’s application for an order for payment of 1:1 teacher assistant support was adjourned at the PTR to this final hearing on the basis that pending the final hearing, the father’s proposal [i.e., that he pay the costs of the 1:1 support to be employed by the nursery for the spring term 2023] was endorsed by the court. As I earlier mentioned (§43(v)) it is possible that the local education authority will make a payment from its SENIF (Special Educational Needs Inclusion Fund), but if not, I shall direct that the father augment his provision of funds for education to include the costs of 1:1 support in the schools.

Debts:

79. The mother has a number of debts:

Legal costs	\$: USD	£: GBP
FMBK LLP	\$23,526.95	£19,443.76
Blake T.Okimoto	\$2,816.75	£2,327.89
Clarion Solicitors		£54,439.80
Hunters LLP		£72,359.26
Additional		
EDF		£2,925.57
Barclays Loan ¹⁴		£8,313.24
Total		£159,809.52

80. In deciding whether, and if so to what extent, the mother can claim sums from the father to settle her debts, I have had regard to the judgment of Sir Jonathan Cohen in the case of *G v W* [2022] EWHC 1101 (Fam). In that case (an appeal) one of the specific issues was:

“Should the father clear all of the mother's liabilities, however they may have arisen, because it is in the best interests of [the child] that his mother should at the conclusion of this case be debt free?”

¹⁴ Said to be necessary to meet the shortfall between the sum paid by the father, under my order, and the outgoings.

Following analysis of the various debts, Sir Jonathan Cohen allowed the recovery from the father of debts which had legitimately and reasonably been incurred, but not those which were the product of “reckless over-expenditure”. I note also the decision of Theis J in *PG v TW (No 1) (Child: Financial Provision: Legal Funding)* [2012] EWHC 1892 (Fam) at [22] re: “historical costs”. I have myself contemplated the recovery of costs as a debt in the earlier judgments in this case. All of these decisions essentially hark back to the comments of Thorpe LJ (and others) that at the conclusion of this process, the mother should not be “burdened with unnecessary financial anxiety”, particularly when the father is able to live so lavishly.

81. In this regard, I have no real difficulties in requiring the father to provide a lump sum for the mother to settle debts to her electricity supplier (EDF) and to Barclays in respect of the loan. The father has agreed to pay the sum owed to Mr Okimoto. The debts to the lawyers engaged in the failed pre-nuptial negotiations ought also to be covered by the father as they appear to have been incurred in good faith. However, I find myself unable to support the payment to the mother of a sum to reflect her debt to Hunters (the mother’s former solicitors). It will be remembered that I was critical of the way in which that firm ignored the specific terms of my legal services order, and incurred costs on behalf of the mother far beyond those allowed. I said in terms at the time that “they can only have assumed that this overspend would be retrospectively authorised by the court. They were not entitled to make that assumption” (*Re Z (no 2)* at [32]). I am not prepared to foist the largely unauthorised expense on the father at this stage.
82. My award under this head shall therefore be £87,450.26.
83. I should add, in this regard, that although the father has made extensive payments to the mother’s solicitors over the months of this litigation, he is currently in default. Pursuant to paragraph 14(b) of my Order of 27 October 2022 he was ordered to pay £175,100 to Levison Meltzer Pigott (mother’s current solicitors) by 4pm on 24 January 2023 to cover their costs to final hearing. It appears that he is in breach of this order. I will make separate provision for the mother to collect and if necessary enforce this amount.

Medical / health insurance:

84. In my judgment it is appropriate that the mother and Zoe should have the benefit of private health insurance whether in this country or in the USA. They have indeed been covered by insurance until very recently. At a hearing in November 2022, I had ordered the father “promptly to pay all premiums due in respect of the medical insurance policy and the life assurance policy and take all necessary steps to ensure that the policies shall remain in full force, until further order, and shall provide the applicant with written evidence that he has done so on her request.” It appears that he is in breach of this order. Of course, Zoe is able to benefit, where appropriate, from the excellent health care provided by the National Health Service (indeed, her major operation in November 2021 was performed on the NHS). But she should have the flexibility of accessing private health care (particularly given her special needs) should this be required.
85. It has proved unsurprisingly difficult to find health insurance which will provide cover for Zoe given the existence of Williams Syndrome. Even if the health

insurance were to cover all medical aspects other than her Williams Syndrome, this would still be advantageous and appropriate.

Therapies:

86. The mother has made provision for uninsured medical costs in her HECSA. She claims the sum of £5,000pa (£417pcm) for therapies which I regard as reasonable.

Interim rent

87. I propose to increase the periodical payments to cover the rent for the property currently occupied by Zoe and the mother; I shall raise this sum to £5,750pcm from 1 March (backdated as appropriate). I fully appreciate that this will not cover the monthly rental charge, but the enhancement will reduce the monthly shortfall. In early 2021 the mother chose to rent a property at a cost which was substantially more than I had allowed; that was her choice. I remain of the view that she must budget for the extra cost out of her own household income.

Flights to/from USA:

88. There is no disagreement in principle between the parents about the provision of funds for travel to the USA so that Zoe can meet and spend time with her father. I have not yet had to consider the precise arrangements (on a welfare basis) for Zoe should she travel to visit the father in the USA, but the financial arrangements set out in the 14 October letter set out at §47(ix) above should found the basis for the mother's award under this head.

Security:

89. I am satisfied that the sums awarded above in relation to (i) nanny provision; (ii) HECSA; (iii) nursery / schooling; (iv) medical/health insurance and (v) any taxation which is likely to arise in relation to the implementation of the order, should be secured in some way. The father has, it appears, deliberately disobeyed my order for the payment of the final tranche of the Legal Services Payment Order which should have been with the mother's solicitors on or before 24 January 2023. The mother should not have to suffer the anxiety of not knowing if the ongoing provision for support is going to be paid, or the school fees paid, or the nanny paid.
90. It seems to me that it would be appropriate for the father to provide security for the periodical payments, which, subject to further argument, I would like to provide by ordering a charge/lien on his main home in [State A]; obviously such charge/lien would only become effective to trigger a sale of the property in the event of default on any of the periodic payments provided for in my order. I propose that the security shall remain in place and continue for so long as the father is liable to pay the periodical payments pursuant to my order. This will plainly require further thought, and – as appropriate – advice from a US attorney with specialism in this field.

Costs

91. It will be remembered that even by the First Appointment, the sum of £500,000 had been spent by the parties collectively (see §5 of [2021] EWFC 72). At this final hearing, the mother has incurred costs overall of over £600,000. At the point at which

the father withdrew from the proceedings he had incurred costs of over £500,000. By the final hearing, the global value of the legal costs therefore stands at £1.2m. It is too depressing to imagine how that enormous sum of money could have been applied to benefit Zoe directly now or in the future.

92. The “no order as to costs” principle which is enshrined within the FPR 2010, does not apply in Schedule 1 cases (see rule 28.3). Thus, ordinarily, costs will follow the event; the system laid out in Part 44 of the Civil Procedure Rules 1998 applies. I have made orders throughout these proceedings which have required the father to make payments to the mother for her legal costs; I am advised that the sums ordered would cover the mother’s costs. Accordingly, I shall make no further order in relation to the mother’s costs of the proceedings. That said, the mother must account to the father for the sum of £5,000 pursuant to a costs order which I made at an interim stage of the proceedings.

Capitalisation of the award as a prelude to enforcement

93. Mr Thorpe has argued that a mechanism should be built into the order to provide for automatic capitalisation of the sums which I have awarded for (a) ongoing support for Zoe (b) her education, and (c) nanny provision.
94. He refers, with some justification, to the fact that the father has failed to make the final instalment payment of £175,000 towards the mother’s legal costs, and has further caused anxiety by failing to engage in this final hearing. Judges in this jurisdiction have not been slow to make orders which will have the effect of bringing to account the defaulting father – see for instance the recent decision of Moor J in *Stacey v McNicholas* [2022] EWHC 278 (Fam) (a series of monthly lump sums were ordered to cover rent for the property occupied by mother and child in a CMS case where the respondent had appealed the housing order and there was therefore delay), and I should make it clear that in principle I will have little hesitation in following suit.
95. However, I decline to incorporate this mechanism at this stage for a number of reasons:
- i) I consider that I should give the father the opportunity to comply with my order, before imposing automatic triggers in the event that he defaults;
 - ii) The father has had very limited notice that the mother proposes capitalisation as part of her claim; it was raised for the first time in the mother’s twelfth statement dated 13 February 2023; I am not sure that he has seen this document;
 - iii) I am presently loath to capitalise the periodical payments in favour of Zoe under the HECSA unless I absolutely need to do so, given the possibility that this part of the order may well need to be reviewed/varied over time. I bring to mind what Mostyn J said in *AZ v FM* [2021] EWFC 2 at [58], namely that a capitalised order for child maintenance would be a “rare bird”, and that “[i]n the overwhelming majority of cases, ... the risks and uncertainties inherent in capitalisation will lead the court, where it has jurisdiction, to make, or continue, a traditional order for periodic payments” and what Moor J said in

Hussein v Maktoum (citation above) at [48] (“the normal convention [is] that a court does not capitalise periodical payments for children”);

- iv) There has been no detailed thought yet given to how any capitalised sums would be administered, and at what cost. Mr Thorpe suggested (following the approach taken by Moor J in *Hussein v Maktoum*) that independent accountants could be “custodians” of the fund (thereby avoiding the tax implications of setting up a trust); but, as I say, this was floated as no more than a suggestion;
- v) The father may wish to make representations about the method of calculation of a capitalised sum.

The order

- 96. I intend that my award will be in full and final satisfaction of all claims for transfer of property and settlement of property that the mother may have against the father in this or any other jurisdiction.
- 97. In summary, my award will be as follows:
 - i) The father to provide the sum of £3.65m for a property to be settled on Zoe until she has attained the age of 18 or ceased tertiary education;
 - ii) The property shall be held in the most fiscally beneficial way (which may include purchase by the father’s Living Trust referred to at §44 above); I propose (subject to any further representations) that the property shall be held in the name of the father who shall grant a lease in favour of the mother to last until Zoe is 18 years of age or the completion of her tertiary education whichever is the later, with liberty to apply to extend that lease in the event that Zoe’s special circumstances justify such an extension;
 - iii) The father to make payment to the mother to cover the cost of Stamp Duty Land Tax, survey and conveyancing costs of purchase;
 - iv) The father shall pay a lump sum to reflect the following sums:
 - a) £50,000 for redecoration, and refitting of the property upon purchase;
 - b) £25,000 (to be released by the conveyancing solicitors only on proof of a need for adaptations and/or further redecoration);
 - c) £7,500 moving fund;
 - d) £87,450.26 to clear the mother’s debts (i.e., sums claimed excluding the Hunters account);
 - v) The father shall pay or cause to be paid to the mother for the benefit of the child:

- a) Periodical payments (HECSA) with effect from 1st April 2023 at the rate of £148,250pa per annum payable monthly in advance by standing order;
- b) Periodical payments with effect from 1st March 2023 at the rate of £92,402.91per annum (inclusive of agency fees and suitable temp cover as set by the agency at the prevailing time) payable monthly in advance by way of standing order by way of contribution to the cost of providing a nanny for Zoe, until Zoe's ninth birthday at which point the provision will be reviewed;
- c) Periodical payments in such sum as equals the primary school (including nursery) fees, to include any reasonable agreed extras and (insofar as not provided by the state) the cost of the 1:1 teaching assistant for so long as such an assistant is required by the relevant school, at any educational establishment Zoe shall attend from time to time during her minority (such schools to be agreed between the parties or as ordered by the Court);
- d) Periodical payments pursuant to my earlier order of 27 October 2022 varied to the extent that the father shall pay child maintenance for the benefit of the child to meet the costs of the mother's representation at court in the reduced sum of £152,898.20 together with the sum of £10,000 to provide initial advice on the issue of enforcement of this order in the USA;
- vi) The periodical payments will be index-linked to the Consumer Price Index;
- vii) The father is to meet the cost of securing suitable health insurance cover for the mother and Zoe in the UK and where appropriate in the USA, and shall maintain that cover until the cessation of periodical payments provided for in my order;
- viii) In the interim, the father shall, from 1 March 2023, pay interim periodical payments to the mother for the benefit of Zoe pending completion of the purchase of the property as follows, in the increased sum of £5,750 per month payable monthly in advance by way of a contribution to the mother's rent (or any subsequent rent review); this is ordered from 1 March (backdated as appropriate). Such rental provision to be the subject of a review after six months in the event that the mother has not at that point taken possession of the Property;
- ix) The provision of business class flights for the mother, a friend, nanny and Zoe, plus expenses for accommodation (as per the father's offer on 14 October 2022 for the visits to the USA for Zoe to see the father);
- x) The father shall provide security for the periodical payments ordered above by way of a charge/lien on his main home in [State A] such charge/lien to become effective to trigger a sale of the property in the event of default on any of the periodic payments provided for above and this security shall remain in place

and continue for so long as the father is liable to pay the periodical payments pursuant to this order;

- xi) I shall reserve any application as to implementation or enforcement to myself if available;
- xii) I shall also reserve to myself if available any application in relation to child arrangements and/or schooling for Zoe, whether at primary or secondary education, on formal application by either party.

98. That is my judgment.

Appendix

Mother's open offers compared.

Item	March 22	December 22
Housing	£3.5m (linked to any changes in Savills Prime London Index applicable to North West London): to buy within 24 months [884]	£4m or "approximately" £4m
Basis of housing award	To be held to the conclusion of Zoe's tertiary education or further order of the court	To be held to the conclusion of Zoe's tertiary education or further order of the court
Costs of purchase	SDLT, purchase costs, conveyancing fees and related disbursements	SDLT, purchase costs, conveyancing fees and related disbursements
Removal costs	Not mentioned	£7,500
Refurbishment & periodic redecoration	£70,000 (described in this letter as 'moving fund')	An initial lump sum of £75,000 for the cost of decoration, carpeting and curtains together with lump sums of £25,000 at 5 yearly intervals for periodic redecoration and replacement of carpets, curtains etc.
Maintenance of the structure of the home	Not mentioned	Father to be responsible
Interim rent	Not mentioned	£6,500 per month (or any subsequent rent review) to cover the period until three

Item	March 22	December 22
		months after completion of the purchase of a new home
Nanny costs	£69,600pa	£5,961.11pcm / £71,533.32 pa, together with (i) all associated agency fees and (ii) an annual lump sum to cover a temporary nanny at £25 per hour for 28 days together with all associated agency fees, tax, national insurance and pension, during the time the full-time nanny is on holiday/
Duration of nanny provision	There shall be a review of this provision 36 months from the date of this agreement.	To be reviewed when Zoe goes to secondary school.
Maintenance provision	£150,000pa	£14,531pcm / £174,372pa, until Zoe reaches the age of 18 or finishes her full-time tertiary education (limited to one undergraduate degree)
Index linking of maintenance and nanny provision	To be varied annually by reference to any increase in the Consumer Price Index, with the first variation to be on the first anniversary of the Order made for periodical payments and annually thereafter	To be varied annually by reference to any increase in the Consumer Price Index, with the first variation to be on the first anniversary of the Order made for periodical payments and annually thereafter
Nursery/Schooling	Father to pay nursery fees at the nursery the parties agree Zoe shall attend. Father to pay private school fees if and in so far as Zoe proceeds to private education (at such school as may be agreed) and reasonable extras on the bill with agreement required in advance to any individual extra over £500. The father to pay any tertiary education or vocational fees and	Father to pay Zoe's school fees – her nursery, primary and secondary education - at any educational establishment which the parents consider to be appropriate (this includes fees, tuition, uniforms, extra assistance and all other reasonable extras on the school bill) together with the cost of tertiary education should it be suitable for Zoe at the time

Item	March 22	December 22
	expenses, to cover accommodation costs	
Security for payment	Life insurance at £8m reducing pro rata by the provision in the order	Security for the maintenance to be agreed.
Debts	£142,687.23	£160,118.21;
Medical insurance	Father to pay (UK health insurance for the mother and Zoe, and US health insurance (or costs paid) for Zoe, plus medical (to include private GP costs) and dental costs	Father to pay
Flights and accommodation costs and expenses for USA	Father to pay	Not specifically addressed, but the mother is dismissive of the offer, given the distances involved.
Costs of implementing the order	Father to pay the mother's costs of drafting the order and negotiating and agreeing any relevant documentation,	
Costs order against mother	Father to undertake not to enforce the £5,000 cost order made on 20 July 2021	