**In the Family Court Case No: [*Case number*]**

**sitting at [*Court name*]**

**[The Matrimonial Causes Act 1973] /**

**[The Civil Partnership Act 2004] /**

**[The Matrimonial and Family Proceedings Act 1984 and Schedule 7 to the Civil Partnership Act 2004] /**
**[Schedule 1 to the Children Act 1989]
(Delete as appropriate)**

**The** **[Marriage] /** **[Civil Partnership] /** **[Relationship] / [Family] of [*applicant name*] and [*respondent name*]**

After hearing [*name the advocate(s) who appeared*]

After consideration of the documents lodged by the parties

**ORDER MADE BY [*NAME OF JUDGE*] ON [*DATE*] SITTING IN [OPEN COURT] / [PRIVATE] AT A [FIRST APPOINTMENT] / [FINANCIAL DISPUTE RESOLUTION APPOINTMENT]** **(Delete as appropriate)**

**WARNING: IF YOU DO NOT COMPLY WITH THIS ORDER, YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND YOU MAY BE SENT TO PRISON, BE FINED, OR HAVE YOUR ASSETS SEIZED.**

**The parties**

1. The applicant is [*applicant name*]

The [first] respondent is [*respondent name*]

[The second respondent is [*respondent name*]]

[The third[*etc*] respondent is [*respondent name*]]

[The intervener is [*intervener name*]]

**(Specify if any party acts by a litigation friend)**

**Definitions**

**(For example)**

1. Child[ren] of the family

The [“child of the family” is] / [“children of the family” are]:

* 1. [*child full name*] born on [*date*];
	2. [*child full name*] born on [*date*];
	3. [*etc*].
1. Family home

The “family home” means [*family* *home address*] registered at the Land Registry with title number [*family* *home title number*].

1. Other properties
	1. “[*Other property name*]” means [*other property address*] registered at the Land Registry with title number [*title number*];
	2. [*etc*].
2. Mortgages
	1. "The [*insert*] mortgage" means the mortgage secured upon [*property name*] in favour of [*name of mortgagee*];
	2. [*etc*].
3. Life insurance policies
	1. “The [*insert*] policy" means the policy or policies issued by [*company*] and numbered [*policy number*];
	2. [*etc*].
4. “The applicant’s bank accounts” means the following:
	1. the account in the applicant’s sole name with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. the account in the applicant’s sole name with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
5. “The respondent’s bank accounts” means the following:
	1. the account in the respondent’s sole name with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. the account in the respondent’s sole name with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
6. “The joint bank accounts” means the following:
	1. the account in the parties' joint names with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	2. the account in the parties' joint names with [*bank/building society name*], with account number [*number*] and sort code [*number*];
	3. [*etc*].
7. “CMS” means the Child Maintenance Service or such other state appointed agency operating within the United Kingdom as may have preceded it or as may replace it.
8. “CMS calculation” means the assessment or calculation or periodic demand by the CMS.
9. “The pension arrangements” means the following:
	1. the pension arrangement/plan held by [the applicant] / [ the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	2. the pension arrangement/plan held by [the applicant] / [ the respondent] with [*scheme/plan provider name*] with reference number [*number*];
	3. [*etc*].
10. “PPF” means the Pension Protection Fund.
11. “PRPA” means the person responsible for the pension arrangement.

**Recitals**

**Recitals as to costs incurred / expected to be incurred**

1. It is recorded that the applicant [has filed with the court and served on the respondent a costs estimate in Form H stating that the applicant (a) has incurred costs of [*set out*] up to today’s hearing; and (b) expects to incur further costs of [*set out*] after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached.] / [has failed to file with the court and serve on the respondent a costs estimate in Form H and shall do so in accordance with paragraph [*para number*] below].
2. It is recorded that the respondent [has filed with the court and served on the applicant a costs estimate in Form H stating that the respondent (a) has incurred costs of [*set out*] up to today’s hearing; and (b) expects to incur further costs of [*set out*] after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached.] / [has failed to file with the court and serve on the applicant a costs estimate in Form H and shall do so in accordance with paragraph [*para number*] below].

**Agreements**

1. [*Insert* **(Record any agreements reached between the parties – e.g. *‘*the parties have agreed the value of the family home at [*address*] at £[*amount*]for fdr purposes.’)**]

**Undertakings to the court**

1. [*Insert* **(Record any undertakings given – e.g. the paras given below)**]

## Undertaking to pay mortgage and outgoings on property

1. The [applicant] / [respondent] shall make the following payments pending [the financial dispute resolution appointment] / [the final determination of these proceedings]: [*specify* **(e.g. ‘all interest and capital repayments due in respect of the mortgage secured against the family home; and all [reasonable] sums due in respect of service charges, council tax, utilities (including but not limited to gas, electricity, water and telephone accounts), and buildings and contents insurance premiums in respect of the family home’)**]

## Undertaking where a legal services order is made

1. The [applicant shall repay to the respondent] / [respondent shall repay to the applicant] such part of the amounts paid under the legal services order below if, and to the extent that, the court is of the opinion, when considering costs at the conclusion of the proceedings, that [he] / [she] ought to do so.

## Undertaking not to disclose information

1. The [applicant] [and/or] [respondent] shall not:
	1. reveal to any third party unconnected with these proceedings (excluding any person to whom it is necessary to disclose [relevant parts of] this order for the purposes of professional advice): (i) the terms of this order, and (ii) any of the financial particulars disclosed in these proceedings;
	2. cause or facilitate publication in any form of the terms or particulars;
	3. take any steps as a result of which the terms or particulars are likely to become public knowledge or are reasonably foreseeable as being likely to become public knowledge; [and
	4. fail to take any steps which either party may reasonably be expected to take to prevent the said terms or particulars from being public knowledge in circumstances in which they would otherwise be likely to do so].

## Undertaking [not to apply for] / [delay application for] [decree absolute] / [final [divorce] / [dissolution] order]

1. The [applicant] [and] [respondent] shall not apply for [decree absolute] / [final [divorce] / [dissolution] order] [without giving [*number*] days’ notice to the [applicant] / [respondent]] / [until the expiry of [*time period]*] / [28 days after the making of a financial order] / [*insert* *such other event*]]].

## Undertaking to cooperate in the removal of Land Registry notices and/or restrictions

1. The [applicant] / [respondent] [shall co-operate with the [respondent] / [applicant]] / [shall take all steps necessary] to remove the [*insert* (**e.g. home rights notice, unilateral notice, restriction)**] entered against the title to [*property*] to facilitate the [sale of] / [transfer of] the property.

**You may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court.**

**If you fail to pay any sum of money which you have promised the court that you will pay, a person entitled to enforce the undertaking may apply to the court for an order. You may be sent to prison if it is proved that you -**

**a. have, or have had since the date of your undertaking, the means to pay the sum; and**

**b. have refused or neglected, or are refusing or neglecting, to pay that sum.**

I understand the undertakings that I have given, and that if I break any of my promises to the court I may be sent to prison for contempt of court.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*applicant name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*respondent name*]

**IT IS ORDERED (BY CONSENT) THAT:**

## Maintenance Pending Suit

1. The [applicant] / [respondent] shall pay to the [respondent] / [applicant] maintenance pending suit until the date of [decree absolute] / [final [divorce] / [dissolution] order] and afterwards interim periodical payments at the rate of £[*amount*] per annum, payable [weekly] / [monthly] [in advance] / [in arrears] by standing order from [*date* **(e.g. including a date earlier than the date of the order if backdating)**] until further order. [The [applicant] / [respondent] shall be given credit for the payment(s) of £[*amount*] made on [*dates*].]

## Legal Services Order

* 1. This is a legal services order made pursuant to [s22ZA of the Matrimonial Causes Act 1973] / [para 38A of Schedule 5 to the Civil Partnership Act 2004].
	2. The court was satisfied that without the amount specified below, the [applicant] / [respondent] would not reasonably be able to obtain appropriate legal services for the purposes of the proceedings.
	3. The [respondent] / [applicant] shall pay the amount of £*[amount]* [by [*time and date*]] / [per calendar month commencing on [*time and date*] until [*time and date*]] to [*legal representative’s name*], the legal representatives of the [applicant] / [respondent].

## Form E

1. The [applicant] / [respondent] shall send to the court and serve on the [respondent] / [applicant] / [*other party*] a signed copy of [his] / [her] Form E together with all relevant attachments and accompanying documents by [*time and date*].

## First Appointment documents

1. The [applicant] / [respondent] shall send, on or before [*time and date*], to the court and serve on the [respondent] / [applicant]:
	1. a market appraisal of the value of the family home (which should be jointly obtained if possible);
	2. three sets of property particulars showing what their case is likely to be on housing need for themselves and the other party;
	3. brief indicative material of their own borrowing capacity (which should be jointly obtained if possible);
	4. a questionnaire (which should not exceed four pages of A4 in length, using not smaller than a 12-point font with 1.5 spacing);
	5. a composite case summary using Template ES1; and
	6. a composite schedule of assets, debts and income using Template ES2.

## Replies to questionnaire and/or schedule of deficiencies and/or supplemental questionnaire

1. The [applicant] / [respondent] shall send to the court and serve on the [respondent] / [applicant] [his] / [her] replies to the [applicant] / [respondent]’s [questionnaire and request for further documents] / [schedule of deficiencies] / [supplemental questionnaire] [as amended by the judge] by [*time and date*].

## Schedule of deficiencies and supplemental questionnaire

1. The [applicant] / [respondent] shall send to the court and serve on the [respondent] / [applicant] any schedule of deficiencies in respect of the replies to the questionnaire and/or any supplemental questionnaire and request for further documents (with it being clearly identified whether it is said that a particular question/request is a deficiency or a supplemental question) by [*time and date*].

## Statements

* 1. The [applicant] / [respondent] shall send to the court and serve on the [respondent] / [applicant] a concise narrative statement [dealing with all of the relevant factors listed in [*insert the relevant section of the statute(s) or the statute(s)*]] / [dealing with [*insert*]] / [limited to dealing with [*insert*]] by [*time and date*].
	2. The [respondent] / [applicant] [shall] / [has permission, if so advised, to] send to the court and serve on the [applicant] / [respondent] a concise narrative statement in answer to that sent by the [applicant] / [respondent] [dealing with] / [limited to] the same issues by [*time and date*].

## Statement dealing with conduct

* 1. In the event that the [applicant] / [respondent] [seeks] / [continues to seek] to advance a conduct case, [he] / [she] shall send to the court and serve on the [respondent] / [applicant] a concise statement [(limited to [*number*] pages)] by [*time and date*], restricted to addressing the following issues:
		1. what conduct exactly [he] / [she] is seeking to rely upon;
		2. the basis for [his] / [her] conduct allegations; and
		3. what effect this alleged conduct should have on the current [financial remedy] application.
	2. The [respondent] / [applicant] has permission to send to the court and serve on the [applicant] / [respondent] a statement in answer, if so advised, by [*time and date*].

## Permission regarding other evidence

1. The [applicant] / [respondent] has permission to send to the court and serve on the [respondent] / [applicant] [evidence] / [a letter] / [a statement] from [*name*] if so advised [dealing with [*insert*] / [limited to dealing with [*insert*]] by [*time and date*].

## Evidence regarding mortgage raising capacity and housing needs

* 1. Each party shall serve on the other party evidence of their mortgage raising capacity [by [*time and date*]] / [by [*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]], [such evidence to be in the form of a certificate from a mortgage broker, indicating (i) the information the calculation is based on; (ii) the maximum mortgage that the broker believes [he] / [she] will be able to secure; (iii) the term of that mortgage; and (iv) the repayments that would be required on that mortgage on a repayment basis and on an interest only basis].
	2. Each party shall have permission to serve on the other party such evidence upon which they seek to rely in relation to the other’s mortgage capacity within [*number*] days of receipt of the other’s evidence as to their own mortgage capacity.
	3. Each party shall serve on the other party by [*time and date*] / [[*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]] copy particulars of properties [for sale] [and] / [or] [for rent] they consider to be suitable to meet [their own] [and] / [or] [the child[ren] of the family’s] housing needs, and the housing needs of [the other] [and] / [or] [the child[ren] of the family], (limited to [three] / [five] / [*number*] of each), [together with details as to the basis upon which the particulars have been selected, namely location (area, schools, public transport, amenities, etc), size (bedrooms, etc), and amenities (garden, garage, etc)].

## Updating disclosure

**(see different examples in order 1.1 where previous disclosure has not been by form e)**

1. Each party shall serve on the other party their updating disclosure by [*time and date*] / [[*time*] on the date [*number*] weeks prior to the [financial dispute resolution appointment] / [final hearing]]. Updating disclosure means the disclosure of the following documents:
	1. copies of documents evidencing the up to date balance outstanding on any mortgage referred to in paragraph 2.1 of Form E, including in respect of any mortgage liabilities which have come into existence since Form E;
	2. copies of all bank and building society statements relating to accounts in the category required by paragraph 2.3 of Form E, covering the period from the last statement which has been disclosed to the date of updating disclosure, or covering the period from the opening of the account to the date of updating disclosure for any such accounts which have come into existence since Form E;
	3. a copy of the most up to date statement or dividend counterfoil relating to investments in the category required by paragraph 2.4 of Form E, including in respect of any investments which have come into existence since Form E;
	4. a copy of an up to date surrender value for policies in the category required by paragraph 2.5 of Form E, including in respect of any policies which have come into existence since Form E;
	5. copies of documents evidencing the up to date amount due on liabilities in the category required by paragraph 2.9 or 2.10 of Form E, including in respect of any liabilities which have come into existence since Form E;
	6. copies of any business accounts which have become available since Form E for businesses in the category required by paragraph 2.11 of Form E, including in respect of any businesses which have come into existence since Form E, identifying the expected share of business profits from these accounts;
	7. copies of an up to date statement showing the Cash Equivalent of any pension rights (or value of any PPF rights) in the category required by paragraph 2.13 of Form E, including in respect of any pension rights or PPF rights which have come into existence since Form E;
	8. copies of all P60s and P11Ds received since Form E, and all pay slips received since the last P60;
	9. copies of all tax returns sent to HMRC and tax assessments since Form E; and
	10. copies of all documents evidencing all income received since Form E in the nature of dividends, interest, rental income, state benefits or otherwise.

## Interveners

1. [*Name*] is given permission to intervene in these proceedings.

## Joinder of parties

1. [*Name*] and [*name*] are joined as [second] / [third] / [*etc. as appropriate*] respondent[s] to these proceedings.

## Evidence to be served on [intervener[s]] / [additional parties]

1. The [applicant] / [respondent] / [[applicant’s] / [respondent’s] solicitors] shall by [*time and date*] serve upon the [intervener] / [[second] / [third] / [*etc. as appropriate*] respondent[s]] copies of the following documents:
	1. [*insert*];
	2. [*etc*].

## Evidence of [intervener[s]] / [additional parties]

1. The parties shall identify the basis of the dispute between them by complying with the following directions:
	1. The [applicant] / [respondent] / [intervener] / [second respondent] shall by [*time and date*] send to the court and serve on the other parties points of claim, [setting out [his] / [her] / [their] case as to [*insert*] fully] / [dealing with [*insert*]] / [limited to dealing with [*insert*]].
	2. The [applicant] / [respondent] / [intervener] / [second respondent] shall by [*time and date*] send to the court and serve on the other parties [points of dispute] / [a defence] [setting out [his] / [her] / [their] case in reply].
	3. The [applicant] / [respondent] / [intervener] / [second respondent] shall by [*time and date*] send to the court and serve on the other parties any witness statements upon which [he] / [she] / [they] intend to rely.
	4. There be the following additional directions for disclosure:

i. [*insert*].

## Documents to be produced by trustees

1. The [second] / [third] / [*etc. as appropriate*] respondent shall by [*time and date*] send to the court and serve on the applicant and the first respondent the following information and documents in respect of the [*insert*] settlement:
	1. copies of the deed of trust and all subsequent deeds of variation and appointment;
	2. copies of the completed and approved trust accounts for the last [*number*] years;
	3. [copies of any letter of wishes;]
	4. confirmation as to the identity of the present trustees [and protector] of the trust;
	5. confirmation as to the identity of the present beneficiaries of the trust;
	6. a schedule authenticated by the trustees setting out all distributions and appointments made to or on behalf of the [applicant] / [first respondent] / [*insert* *other*] since [*date*]; and
	7. a short narrative statement setting out the trustees’ anticipated position in respect of any further distributions to or on behalf of the [applicant] / [first respondent] / [*insert as appropriate*].

## Single Joint Expert Reports

1. ***General Provisions***
	1. The parties shall agree the identity of any single joint expert. In default of agreement the [applicant] / [respondent] shall provide the [respondent] / [applicant] with a list of three appropriate experts by [*time and date*] and the [respondent] / [applicant] shall select an expert from the list by [*time and date*].
	2. The letter of instruction shall be drafted by the [applicant] / [respondent] and agreed with the [respondent] / [applicant] by [*time and date*].
	3. The letter of instruction shall be sent to the expert by [*time and date*].
	4. The costs charged by the expert for preparing the report shall be met by the [applicant] / [respondent] / [parties equally] in the first instance [such costs to be capped at [*price*]].
	5. [Any questions shall be put to the expert by no later than 10 days after receipt of the report (in accordance with FPR 2010, rule 25.10).]
	6. [The expert shall respond to those questions by [*time and date*].]
	7. [The costs charged by the expert for answering those questions shall be met by the [applicant] / [respondent] / [parties equally] / [party raising them] in the first instance.]
	8. [Save as is expressly ordered by the court, the expert’s written report shall be admissible without the attendance at court of the expert.]
2. ***Property Values*(see alternative versions in order 1.1)**
	1. The value[s] of the [property] / [properties] listed below, namely [*the family home name*] / [*other property name*], shall be agreed if possible. In default of agreement by [*time and date*], the parties shall jointly instruct [an estate agent] / [a chartered surveyor] / [an appropriate expert] to act as a single joint expert and to provide a [valuation report] / [market appraisal] in respect of [the] / [each] property. [The same expert shall value each of the properties.] / [Separate experts shall value the separate properties.]
	2. The identity of the expert[s] shall be [*expert name[s]*] / [chosen in accordance with paragraph [*para number*] above].
	3. The letter of instruction [and [*insert any other documents*]] shall be sent to the expert[s] by [*time and date*].
	4. The report[s] shall be sent to the court in electronic format and served on the parties simultaneously by [*time and date*].
3. ***Order to instruct a single joint expert Pensions on Divorce Expert (PODE)***

**(see alternative versions in order 1.1)**

* 1. The parties shall jointly instruct [*name of PODE*] as a single joint expert to provide a report in accordance with the attached letter of instruction, addressing:
		1. the most cost-effective way to divide the pension provision available to [the applicant] / [the respondent] / [both parties] between the parties so as to provide equality of pension income [now] / [when the [applicant] / [respondent] reaches the age of [60] / [65]] / [when the parties reach their respective state pension age] / [*other*];
		2. an estimate of the pension income that would be receivable by the [applicant] / [respondent] in each of the scenarios in paragraph i. above;
		3. the most cost-effective way to divide the pension provision available to [the applicant] / [the respondent] / [both parties] between the parties so as to achieve equality of [capital value] / [CE] of those pensions;
		4. [*etc*].
	2. The letter of instruction [and [*insert any other documents*]] shall be sent to the PODE by [*time and date*].
	3. The report shall be sent to the court in electronic format and served on the parties simultaneously by [*time and date*].
	4. The costs charged by the PODE for preparing the report shall be met by the [applicant] / [respondent] / [parties equally] in the first instance.
	5. [Any questions shall be put to the PODE by no later than 10 days after receipt of the report (in accordance with FPR 2010, rule 25.10).]
	6. [The PODE shall respond to those questions by [*time and date*].]
	7. [The costs charged by the PODE for answering those questions shall be met by the [applicant] / [respondent] / [parties equally] / [party raising them] in the first instance.]
	8. [Save as is expressly ordered by the court, the PODE’s written report shall be admissible without the attendance at court of the PODE.]
1. ***Taxation Issues*(see alternative versions in order 1.1)**
	1. The parties shall jointly instruct an [accountant] / [appropriate expert] to act as a single joint expert and to provide a report, addressing the tax liabilities, if any, and date(s) for payment, which would arise whether in the UK or elsewhere in each of the following scenarios:
		1. the disposal by [either party] / [the applicant] / [the respondent] of [their] / [his] / [her] interest in [the family home] / [*other property/ies name*];
		2. the transfer by [either party] / [the applicant] / [the respondent] of [their] / [his] / [her] interest in [the family home] / [*other property/ies name*] to [the other] / [the respondent] / [the applicant];
		3. the settling by [either party] / [the applicant] / [the respondent] of [their] / [his] / [her] interest in [the family home] / [*other property/ies name*] on [the other] / [the respondent] / [the applicant];
		4. the disposal by either party of [*insert*] / [any of their other assets], [including the [applicant’s] / [respondent’s] offshore assets];
		5. the transfer by either party of [*insert*] / [any of their other assets] to the other, [including the [applicant’s] / [respondent’s] offshore assets];
		6. the repatriation of any of the [applicant’s] / [respondent’s] offshore assets;
		7. the possible methods of mitigating the amount of tax due in any of the above scenarios, and the likely effects of such mitigation on the amounts of tax due;
		8. [*etc*]
	2. The identity of the expert shall be [*expert name*] / [chosen in accordance with paragraph [*para number*] above].
	3. The letter of instruction [and [*insert any other documents*]] shall be sent to the expert by [*time and date*].
	4. The report shall be sent to the court in electronic format and served on the parties simultaneously by [*time and date*].
2. ***Business Valuation*
(see alternative versions in order 1.1)**
	1. The parties shall jointly instruct an [accountant] / [appropriate expert] to act as a single joint expert and to provide a report, addressing:
		1. the value of [*business name*];
		2. the value of the [applicant’s] / [respondent’s] [shareholding] / [interest] in [*business name*];
		3. [the liquidity of [*business name*], including whether it would be possible to draw a capital sum out of it and if so, the most tax efficient method of doing so;]
		4. [the [applicant’s] / [respondent’s] sustainable income from [*business name*];]
		5. [how a demerger of [*business name*] could be affected]; and
		6. the tax liabilities, if any, and the date(s) for payment, which would arise in each of the following scenarios:
			1. the disposal of [*business name*];
			2. the disposal by [either party] / [the applicant] / [the respondent] of [their] / [his] / [her] interest in [*business name*];
			3. the transfer by [either party] / [the applicant] / [the respondent] of [their] / [his] / [her] interest in [*business name*] to [the other] / [the respondent] / [the applicant]; and
			4. [the demerger of [*business name*]]; and
		7. the possible methods of mitigating the amount of tax due in any of the above scenarios, and the likely effects of such mitigation on the amounts of tax due.
	2. The identity of the expert shall be [*expert name*] / [chosen in accordance with paragraph [*para number*] above].
	3. The letter of instruction [and [*insert any other documents*]] shall be sent to the expert by [*time and date*].
	4. The report shall be sent to the court in electronic format and served on the parties simultaneously by [*time and date*].

### Updating property valuations for final hearing

1. If either party wishes to assert that the value of the property at [*family home name*] / [*other property name*] has, or may have, significantly changed since the valuation for FDR purposes was undertaken, the parties shall jointly instruct [*name of expert*] to provide an updated [valuation report] / [market appraisal] in respect of the property, confirming whether there has been any change in the value, and the following consequential provisions shall apply:
	1. The letter of instruction shall be drafted by the [applicant] / [respondent] and agreed with the [respondent] / [applicant] by [*time and date*].
	2. The letter of instruction [and [*insert any other documents*]] shall be sent to the expert by [*time and date*].
	3. The report shall be sent to the court in electronic format and served on the parties simultaneously by [*time and date*].
	4. The costs charged by the expert for preparing the report shall be met by the [applicant] / [respondent] / [parties equally] in the first instance, [such costs to be capped at [*price*]].

## Pensions information

1. The [pension provider] / [pension scheme] shall [complete, send to the court and serve on the parties a copy of the Form P (pension inquiry form)] / [provide the information required by Regulations 2, 3 and 4 of the Pensions on Divorce etc. (Provision of Information Regulations) 2000] by [*time and date*].

## Scott schedule

1. The parties shall by [*time and date*] prepare a Scott Schedule, stating in relation to each item of property in dispute in [their] / [each party’s] case as to:
	1. the party by whom it was acquired;
	2. how and from whom it was acquired with documentary evidence in support;
	3. its current value with documentary evidence in support; and
	4. what order is sought and the justification for seeking it.

## Costs Estimates

* 1. [Each party] / [The [applicant] / [respondent] / [*etc*.]] shall send to the court and serve on the other [party] / [parties] a costs estimate in Form H, stating (i) the costs that party has incurred up to [today’s hearing] / [the first appointment] / [the financial dispute resolution appointment] / [the directions appointment] / [the pre-trial review]; and (ii) the further costs that party expects to incur after today’s hearing up to and including the [financial dispute resolution appointment] / [final hearing] if settlement is not reached [by [*time and date*]] / [by [*time*] on the day before the [first appointment] / [financial dispute resolution appointment] / [directions appointment] / [pre-trial review].]
	2. [Each party] / [The [applicant] / [respondent] / [*etc*.]] shall send to the court and serve on the other [party] / [parties] costs particulars in Form H1, giving full particulars of all costs that party has incurred or expects to incur in respect of the proceedings, [by [*time and date*]] / [by [*time*] on the date 14 days before the final hearing.]

## Evidence at the next hearing

* 1. The parties shall produce an electronic hearing bundle which complies with:
		1. FPR 2010 PD 27A;
		2. The President’s Guidance on E-Bundles of 21 December 2021;
		3. General Guidance on Electronic Bundles of 29 November 2021
		4. Advisory Notice from the Financial Remedies Court of 19 April 2022
	2. The [applicant] / [respondent] shall prepare a bundle containing:
		1. an updated composite case summary using Template ES1
		2. an updated composite schedule of assets using Template ES2;
		3. a composite chronology recording in neutral terms the key dates of the parties’ relationship and of the litigation and where any unagreed events are clearly denoted
		4. an [agreed] summary of the issues to be determined;
		5. [*insert* **(list other documents to be included – e.g. ‘all applications and orders made in these proceedings’, ‘the parties’ narrative Forms E’, ‘the parties’ narrative replies to questionnaire’, ‘the parties’ etc. narrative witness statements’, ‘the expert reports’)**]
	3. The bundle shall be agreed [if possible] by both parties. The [applicant] / [respondent] shall send the [respondent] / [applicant] a draft index for the bundle by [*time and date*] / [not later than [*number*] days before the [financial dispute resolution appointment] / [final hearing]], and the [respondent] / [applicant] shall send the [applicant] / [respondent] any comments on the index by [*time and date*] / [not later than [*number*] days before the [financial dispute resolution appointment] / [final hearing]].
	4. The bundle must be paginated. [It shall contain no more than 350 pages]. [Permission is given for the bundle to exceed 350 pages, but shall contain no more than [*number*] pages.]
	5. The [applicant] / [respondent] shall send the bundle to the court by [*time and date*] / [not later than [*number*] days before the financial dispute resolution appointment], and shall provide a copy of the bundle to the [respondent] / [applicant] by [*time and date*] / [not later than [*number*] days before the [financial dispute resolution appointment] / [final hearing]].
	6. [Both parties shall attend the final hearing to give oral evidence.] [Any witness [swearing an affidavit] / [sending to the court and serving on the parties a witness statement] shall attend the final hearing to give oral evidence [unless their evidence is not disputed].]
	7. [The hearing shall not be before the FDR judge, who was [District] / [Circuit] / [High Court] Judge [name].]

## Other Orders

1. [*Insert*]

## Costs

1. [Costs in the application] / [No order as to costs] / [The [applicant] / [respondent] shall pay [towards] the [respondent’s] / [applicant’s] costs of and relating to this hearing [including the costs reserved by the order[s] made on [*date(s)*], summarily assessed at £[*amount*] (inclusive of VAT and disbursements) by [*date*]] / [The [applicant] / [respondent] shall pay [*proportion*] of the [respondent’s] / [applicant’s] costs of and relating to this hearing [including the costs reserved by the order[s] made on [*date(s)*], to be subject to detailed assessment on the [standard] [indemnity] basis if not agreed].

Dated [*date*] Approved by [*name*]