

# Osprey Approach: Divorce Joint Application Applicant 2

This help guide was last updated on  
Jan 3rd, 2023

The latest version is always online at  
<https://support.ospreyapproach.com/?p=50044>

[Click here for a printer-friendly version](#)



Client salutation

Client 1 Middle Name

Client 1 date of birth

Client 1 NI number

Keep client address confidential?


Please Select
Yes
No

Is client applicant or respondent?

Please Select
Yes
No

Joint Application?

Please Select
Yes
No

Does the client require Help with Fees?

Please Select
Yes
No

Clients name changed since marriage?

Please Select
Yes
No

Clients name on marriage certificate

Married or Civil Partnership?


 

Please select
married
civil partnership

Date of Marriage/Civil Partnership

Divorce or Dissoluton

Please Select
Divorce
Dissolution

OTHER SIDE

Other side 1 title

Other side 1 initials

Other side 1 forename

Other side 1 middle name

Other side 1 surname

Other side 1 address

Other side 1 address line 1

Other side 1 address line 2

Other side 1 address line 3

Other side 1 address line 4

Other side 1 address postcode

Other side 1 date of birth

Select a date

Other side 1 email address

Other side 1 gender

Please select

Please select

Male

Female

Other side 1 mobile number

Other side 1 phone number

Other side 1 Name changed since marriage?

Please Select

Please Select

Yes

No

Other Side 1 Name on Certificate

Other side is Litigant in Person?

Please Select

Please Select

Yes

No

OTHER SIDE SOLICITOR

Other side solicitor 1 contact

None selected



Other side solicitor 1 organisation

(None selected)



Other side solicitor 1 reference

OTHER SIDE

Other side 1 title

Other side 1 initials

Other side 1 forename

Other side 1 middle name

Other side 1 surname

Other side 1 address

Other side 1 address line 1

Other side 1 address line 2

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Select a date

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Please select

Please select

Male

Female

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Please Select

Please Select

Yes

No

Other Side 1 Name on Certificate

Other side is Litigant in Person?

Please Select

Please Select

Yes



No

## OTHER SIDE SOLICITOR

Other side solicitor 1 contact

None selected

▼



Other side solicitor 1 organisation

(None selected)

▼




Other side solicitor 1 reference

## PROCEEDINGS ISSUED

Court

(None selected)

▼



Court Contact

None selected

▼



Case Number

Date of issue of Application

Select a date



 Submit

Cancel

## CERTIFICATE OF ENTITLEMENT

Date Conditional Order to be pronounced

Select a date



 Submit

Cancel

## CONDITIONAL ORDER

Date Conditional Order was pronounced

Select a date



Date Final Order can be applied for

Select a date



 Submit

Cancel

## FINAL ORDER

Date of Final Order

Select a date



 Submit

Cancel

## FINANCIAL REMEDY STATUS

What is the status of Financial Remedy?

Please Select

▼

Please Select

Concluded

Not concluded

Client does not wish to obtain financial order

**Client – confirm app for Final**

**Order Submitted**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ QUOTE { DATE \@ "d"\*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT } = "" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" "{ MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

I write to confirm that I have today sent your application for Final Order to the Court. The Court should deal with this application swiftly and I therefore expect to receive the Final Order within the next two weeks or so.

I shall forward a copy of the Final Order to you once received.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

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**Client - enc. Certificate of**

# Entitlement APP

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{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_INITIALS\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { MERGEFIELD FW\_DIV\_CLIDET\_FW\_CLI\_SALUT }

**Re: { MERGEFIELD MATTER MATTER\_DESCRIPTION }**

I am pleased to confirm that I have now received the Certificate of Entitlement to Decree Nisi from the Court. You will see from the Certificate that the Decree Nisi is due to be pronounced on { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DN\_2PRO \@ "d MMMM yyyy" }.

I will forward a copy of the Decree Nisi to you as soon as I have received the same.

Please remember that Decree Nisi is not the final stage of the divorce. You will remain married to { MERGEFIELD FW\_DIV\_OS\_FW\_OS1\_FORENAME } until Decree Absolute has been pronounced by the Court.

If you have any queries please do not hesitate to contact me.

Yours sincerely,

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

{INCLUDETEXT

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# **Client Care Letter Legal Aid**

**Applicant**

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**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

Following your recent instructions, we are writing to confirm our general terms of engagement and charging which constitute the basis upon which we will carry out work on your behalf.

Most of the work in connection with this matter will be carried out by { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } and you can also contact their assistant who will be familiar with the file and will be able to help you or take a message.

{ IF { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME } = "" "The Senior Partner of this firm has ultimate responsibility for this matter." "The Partner of this firm with ultimate responsibility for this matter is { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME }." }

We aim to offer all of our clients an efficient and effective service and are confident that we will do so in this case. However, should there be any aspect of our service with which you are unhappy, you should notify the person concerned in writing immediately and we will endeavour to resolve matters.

I aim to reply to letters and other communications from you and others promptly, but it will not always be practical to do so on the same day.

Our account will be rendered at conclusion of your matter (or at the point that the matter fails to proceed). Please note that there may be further disbursements of which we are unaware at this time.

As confirmation that you would like us to proceed on this basis, we should be grateful if you would sign the extra copy of this letter enclosed and return it to us along at your earliest convenience.

**Responsibility for your case**

{INCLUDETEXT

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The person responsible for the work on your case is { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }. You should contact { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION } by telephone or email for advice, updates and all other matters in relation to your case.

### **Our advice to you**

#### **Further Action**

We require you to provide us with your original marriage certificate. Until we have this, we are unable to progress your matter any further. The reason for this is that the original marriage certificate must be sent to the Court together with your divorce petition otherwise the Court will reject the application. If you are unable to locate your original marriage certificate please let us know immediately as we will be able to obtain an official copy on your behalf for a fee of approximately £15.00.

#### **Service Levels**

We will update you by telephone or by email with progress on your matter following attendances, court appearances, receipt of important information about your case, when any important event occurs in your case and at least every three months.

We will communicate with you in plain language.

All of our written communication will be by email. We do not normally send letters in the post, If you prefer another method of communication such as post or fax you should tell us.

We will explain to you by telephone or by email the legal work required as your matter progresses.

We will update you on the cost of your matter whenever an additional fixed fee is due, whenever there is a significant increase or decrease in the costs of your case, or when fees for a barrister or an expert need to be paid. { MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }'s hourly charge out rate is XX plus VAT.

We will update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

We will update you on the likely timescales for each stage of this matter and any important changes in those estimates. At present, we estimate your matter will take between six to 12 months to conclude.

#### **Our responsibilities include the following:**

- We will review your matter regularly.
- We will advise you of any changes in the law.
- We will inform you if your attendance is required at any location such as a court or police station.



- We will advise you of any circumstances and risks of which we are aware or consider to be reasonably foreseeable that could affect the outcome of your matter.

**Your responsibilities include the following:**

- You will provide us with clear, timely and accurate instructions.
- You will inform us of any changes in instructions.
- You will provide all documentation required to complete the transaction in a timely manner.
- You will safeguard any documents that are likely to be required for discovery.

**Complaints**

{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME } is committed to high quality legal advice and client care. If you are unhappy about any aspect of the service you have received or about the bill, please contact { MERGEFIELD CALCULATION\_EXECUTIVE\_NAME } on { MERGEFIELD PRACTICEINFO\_PHONE\_NO } or by post to our office. We have a procedure in place which details how we handle complaints which is available on our website at [thedrivingsolicitor.co.uk](http://thedrivingsolicitor.co.uk).

We have eight weeks to consider your complaint. If we have not resolved it within this time you may complain to the Legal Ombudsman. If you are not satisfied with our handling of your complaint you can ask the Legal Ombudsman at PO Box 6806, Wolverhampton WV1 9WJ to consider the complaint.

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it).

**Complaints about our bills**

If you are not satisfied about our bill you are entitled to challenge or make a complaint about that bill.

You may also apply to the court for an assessment of our bill under Part III of the Solicitors Act 1974.

**Interest on unpaid bills**

If all or part of the bill remains unpaid, the firm may be entitled to charge interest.

**Professional Indemnity Insurance**

We have Professional Indemnity Insurance to cover work undertaken by us in England and Wales. Our insurers are Travellers Insurance Company, 61-63 London Road, Redhill, Surrey RH1 1NA.

**Data Protection**

We use the information you provide primarily for the provision of legal services to you and for related purposes including:

- updating and enhancing client records
- analysis to help us manage our practice

- statutory returns
- legal and regulatory compliance

Our use of that information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. Please note that our work for you may require us to give information to third parties such as expert witnesses and other professional advisers. You have a right of access under data protection legislation to the personal data that we hold about you.

We may from time to time send you information that we think might be of interest to you. If you do not wish to receive that information please notify our office in writing.

### **Storage of documents**

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to 6 years. We will normally return all original documents such as driving licences to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill.

We do not offer the service of storing documents in safe custody.

We reserve the right to destroy all paper documents and to store an electronic copy only. If you want us to return any paper documents to you at the end of a case you must inform us in writing.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval. However we may charge you both for:

- time spent producing stored papers that are requested
- reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers

### **Outsourcing**

Sometimes we ask other companies or people to do [typing/photocopying/other work] on our files to ensure this is done promptly. We will always seek a confidentiality agreement with these outsourced providers. If you do not want your file to be outsourced, please tell us as soon as possible.

### **Terminating this Retainer**

You may end your instructions to us in writing at any time, but we can keep all your papers and documents while there is still money owed to us for fees and expenses.

We may decide to stop acting for you only with good reason. We must give you reasonable notice that we will stop acting for you.

If you or we decide that we should stop acting for you, you will pay our charges up until that point. These are calculated on an hourly basis plus expenses or by proportion of the agreed

fee as set out in these terms and conditions depending on the whether you have paid a fixed fee or are paying for our services at an hourly rate.

### **Disclosure**

We are professionally and legally obliged to keep your affairs confidential. However, solicitors may be required by statute to make a disclosure to the Serious Organised Crime Agency where they know or suspect that a transaction may involve money laundering or terrorist financing. If we make a disclosure in relation to your matter, we may not be able to tell you that a disclosure has been made. We may have to stop working on your matter for a period of time and may not be able to tell you why.

### **Distance Selling Regulations**

If we have not met with you in person then Consumer Protection (Distance Selling) Regulations 2000 apply to this work. This means you have the right to cancel your instructions to us within seven working days of receiving this letter. You can cancel your instructions by contacting us by post or email to this office.

Once we have started work on your file, you will be charged for the work that we have done if you then cancel your instructions.

### **Cash and Payments to Third Parties**

Our practice's policy is not to accept cash from clients. We will exceptionally accept cash up to £250. If you try to avoid this policy by depositing cash directly with our bank, we may decide to charge you for any additional checks we decide are necessary to prove the source of the funds. Where we have to pay money to you, it will be paid by cheque or bank transfer. It will not be paid in cash or to a third party.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

# **Client Care Letter Private**

**Applicant**

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{ QUOTE { DATE \@ "d"\*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

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Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

**Client Confirm Joint App**

**Submitted App 2**

{INCLUDETEXT

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**Re: { MERGEFIELD MATTER MATTER\_DESCRIPTION }**

I write to confirm that I have now approved your joint application for { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* lower } to the Court. Applicant 1 will now need to submit the application and once this has been done I expect the application will be issued within the next four weeks or so.

Once the Application has been issued by the Court, your spouse will also receive a copy.

Should you have any queries, please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \* UPPER }

{INCLUDETEXT

"C:\\Users\\rebecca\\AppData\\Local\\Packages\\PraccticeLimited.OspreyApproachSupervisorApp\_expxx2x1s6rv4\\LocalState\\OspreyDocuments\\15b3123a-81b4-4f24-91c8-6cb9f0f59792\\footer.doc"

**Client Enclosing Conditional Order**

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"C:\\Users\\rebecca\\AppData\\Local\\Packages\\PraccticeLimited.OspreyApproachSupervisorApp\_expxx2x1s6rv4\\LocalState\\OspreyDocuments\\0ea81a43-d856-4124-95ea-c866485a02ee\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ QUOTE { DATE \@ "d"\*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT } = "" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" "{ MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT }" }

**Re: { MERGEFIELD MATTER MATTER\_DESCRIPTION }**

I am pleased to confirm that I have now received your Conditional Order, which was pronounced on { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DN\_PRO \@ "d"\*Ordinal } { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DN\_PRO \@ "MMMM yyyy" }.

{ IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_TYPE } = "Applicant" "This means that you can apply for your Final Order, which is the final stage in your { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* Lower}, on { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DA\_APP \@ "d"\*Ordinal } { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DA\_APP \@ "MMMM yyyy" }.

I will contact you again closer to this date in order to obtain your instructions regarding making the application for Final Order." "{ MERGEFIELD FW\_OS1\_FW\_OS1\_FORENAME } will now be able to make the application for Final Order on { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DA\_APP \@ "d"\*Ordinal } { MERGEFIELD FW\_DIV\_PETDET\_FW\_DATE\_DA\_APP \@ "MMMM yyyy" }. Once the Final Order has been pronounced, your { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* Lower} will be finalised. If, for any reason, { MERGEFIELD FW\_OS1\_FW\_OS1\_FORENAME } delays in making the application for Final Order, you are able to make an application for Final Order a further three months after that date." }

If you have any queries in the meantime please do not hesitate to contact me.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\*UPPER }

{INCLUDETEXT

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**Client Enclosing Final Order**



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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ QUOTE { DATE \@ "d" \* Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 } { MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT } = "" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" "{ MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT }" }

**Re: { MERGEFIELD MATTER MATTER\_DESCRIPTION }**

I am pleased to confirm that I have now received your Final Order from the Court. I enclose the original Final Order and three certified copies for your use, as you may be required to produce them as evidence of your { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* Lower} (for example to your bank). Please keep the original Final Order safe should you need to refer to it in the future.

You should be aware that any Will you have made is now void having received Final Order. Should you wish to make a new Will then please let me know and I can refer you to a colleague in our Wills department who will be able to provide you with further advice and a costs estimate.

Finally, you should also be aware that Final Order affects your pension.

This now concludes your { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* Lower}, and I will therefore take the necessary steps to prepare my final invoice and close your file.

May I take this opportunity to thank you for your kind instructions in this matter and wish you all the best for the future. If I or my colleagues can be of any assistance to you in the future please do not hesitate to get in touch.

Yours sincerely

**{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }**  
**{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\* UPPER }**

{INCLUDETEXT

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# **Client instructions Final Order**

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ QUOTE { DATE \@ "d"\*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT } = "" "{ MERGEFIELD "LINKNAME\_TITLE\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" "{ MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT }" }

**Re: { MERGEFIELD MATTER MATTER\_DESCRIPTION }**

I am pleased to confirm that you will shortly be able to apply for the Final Order, which is the final stage of your { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE }. Once the Court has pronounced your Final Order you will no longer be { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse.

{ IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_FIN\_REM } = "Concluded" "Since you and your spouse have reached an agreement in respect of finances, you can apply for the Final Order straight away. I should be grateful if you would please confirm, by return, that you are content for me to apply for the Final Order on your behalf." "{ IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_FIN\_REM } = "Not concluded" "Since you have not yet reached an agreement with your spouse regarding financial matters, you can apply for the Final Order however I would strongly advise you not to do so until you have reached an agreement regarding finances. The reason for this is that you are in a stronger position if you remain { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse and they should pass away. For example, if your spouse passes away before the Final Order has been obtained you will likely be entitled to a large proportion of their estate under the inheritance rules. If you are not { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married" "in a civil partnership" } and your spouse passed away you would not be entitled to anything within your spouse's estate.

If, against my advice, you wish for me to apply for the Final Order on your behalf then I should be grateful if you would please sign and return the enclosed disclaimer confirming you understand the disadvantages of obtaining the Final Order without having resolved financial issues." "{ IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_FIN\_REM } = "Client does not wish to obtain financial order" "Since you have instructed me you do not wish to deal with financial matters with your spouse at all, you can apply for the Final Order however I would strongly advise you not to do so. There are two reasons for this.

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The first reason is that you are in a stronger position if you remain { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } your spouse and they should pass away. For example, if your spouse passes away before the Final Order has been obtained you will likely be entitled to a large proportion of their estate under the inheritance rules. If you are not { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married" "in a civil partnership" } and your spouse passed away you would not be entitled to anything within your spouse's estate.

The second reason is that unless either party remarries or dies, the other is able to make an application to the Court in the future to deal with financial issues. Successful applications have been made in the past and therefore it is in both parties' interests to deal with finances at the time of the { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE }.

If you would like further information regarding resolving financial issues then please do not hesitate to contact me and I will be happy to assist.

If, against my advice, you wish for me to apply for Final Order on your behalf then I should be grateful if you would please sign and return the enclosed disclaimer confirming you understand the disadvantages of obtaining Final Order without having resolved financial issues." "" }" }" }

I look forward to hearing from you in due course.

Yours sincerely

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME\\*UPPER }

**Court enc D36 for Final Order**

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eaa3299af967\\header.doc"}

Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{  
MERGEFIELD matter\_no }

{ QUOTE { DATE \@ "d" \*Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD FW\_COURT\_FW\_COURT\_name }  
{ MERGEFIELD FW\_COURT\_FW\_COURT\_address }

Dear Sirs

{ IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_TYPE } = "Applicant" "{ MERGEFIELD  
"LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" } v {  
MERGEFIELD FW\_OS1\_FW\_OS1\_FORENAME } { MERGEFIELD  
FW\_OS1\_FW\_OS1\_SURNAME }" "{ MERGEFIELD FW\_OS1\_FW\_OS1\_FORENAME } {  
MERGEFIELD FW\_OS1\_FW\_OS1\_SURNAME } v { MERGEFIELD  
"LINKNAME\_FORENAME\_1" } { MERGEFIELD "LINKNAME\_SURNAME\_1" }" }  
Application for { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE } = "divorce"  
"Divorce" "Dissolution of Civil Partnership" }  
In the Court at { MERGEFIELD FW\_COURT\_FW\_COURT\_name }  
Case No. { MERGEFIELD FW\_COURT\_FW\_CASE\_NO }

We act for the above named { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_TYPE \\* Lower} and  
enclose our application for Final Order.

We look forward to receiving the Final Order in due course.

Yours faithfully

{ MERGEFIELD CALCULATION\_FEE\_EARNER\_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME \\* UPPER }

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eaa3299af967\\footer.doc"}

## **D36 - Apply for Final Order**

**Applicant**



Notice of application for  
decree nisi to be made  
absolute or conditional  
order to be made final

To be completed by the Petitioner or Respondent	
Name of court { MERGEFIELD FW_COURT_FW_ COURT_name }	Case No. { MERGEFIELD FW_COURT_F W_CASE_NO }
Name of Petitioner { MERGEFIELD LINKNAME_FORENAME_1 } { MERGEFIELD LINKNAME_SURNAME_1 }	
Name of Respondent { MERGEFIELD FW_OS1_FW_OS1_FORENAME } { MERGEFIELD FW_OS1_FW_OS1_MIDNAME } { MERGEFIELD FW_OS1_FW_OS1_SURNAME }	
Name of Co-Respondent (if applicable)	

(please tick appropriate boxes)

The { FORMCHECKBOX } Petitioner { FORMCHECKBOX } Respondent applies for the decree nisi/conditional  
order made in their favour

o  
n

{ MERGEFIELD FW_DIV_PETDET_FW_DA TE_DN_PRO }	to be made absolute/final.
--	----------------------------

Signed

--

Petitioner/Solicitors for Petitioner  
Respondent/Solicitors for Respondent

(delete as  
appropriate)

Dated

{ FO R M T E XT }	{ FO R M T E XT }	/	{ FO R M T E XT }	{ FO R M T E XT }	/	{ FO R M T E XT }	{ FO R M T E XT }	{ FO R M T E XT }	{ FO R M T E XT }
--	--	---	--	--	---	--	--	--	--

# Disclaimer

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### **Disclaimer**

I, { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }, of { MERGEFIELD CLIENT\_HOUSE }f", "{ MERGEFIELD CLIENT\_AREA }f", "{ MERGEFIELD CLIENT\_POSTAL\_TOWN }f", "{ MERGEFIELD CLIENT\_COUNTY }f" do acknowledge the advice provided by my solicitors, Messrs { MERGEFIELD PRACTICEINFO\_PRACTICE\_NAME }, however I wish to proceed to apply for the Final Order against their advice.

{ IF { MERGEFIELD "FW\_DIV\_PETDET\_FW\_FIN\_REM" } = "Not concluded" "I acknowledge and understand that it would be in my best interests to remain { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } my spouse until I have concluded financial matters, rather than applying for the Final Order and ending the { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "marriage" "civil partnership" }." "{ IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_FIN\_REM } = "Client does not wish to obtain financial order" "I acknowledge and understand that it would be in my best interests to obtain a financial order from the Court prior to obtaining the Final Order and that it would be in my best interests to remain { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_RELATIONSHIP } = "married" "married to" "in a civil partnership with" } my spouse should I not wish to obtain a financial order from the Court." "" }" }

Signed.....

{ MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }

Dated.....

{INCLUDETEXT

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**Client Confirm Application Issued**

– **Joint**

{INCLUDETEXT

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Our Ref: { MERGEFIELD MATTER\_FEE\_EARNER\_ID }/{ MERGEFIELD client\_no }/{ MERGEFIELD matter\_no }

Your Ref:

{ QUOTE { DATE \@ "d" \* Ordinal } } { QUOTE { DATE \@ "MMMM yyyy" } }

{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_FORENAME\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }  
{ MERGEFIELD CALCULATION\_ADDRESS }

Dear { IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT } = "" "{ MERGEFIELD LINKNAME\_TITLE\_1 } { MERGEFIELD LINKNAME\_SURNAME\_1 }" "{ MERGEFIELD FW\_ADDINFO\_FW\_CLI\_SALUT }" }

**Re: { MERGEFIELD MATTER MATTER DESCRIPTION }**

I am pleased to confirm that the Court have now issued your joint application for { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE \\* lower}, a copy of which is enclosed for your records.

{ IF { MERGEFIELD FW\_ADDINFO\_FW\_CLI\_TYPE } = "Applicant" "Your spouse will also have received a copy of the issued applications. They must then confirm receipt of the notice of application."

Once the Court has served the application, a 20 week waiting period begins before I am to apply for the Conditional Order. The Conditional Order is the next stage in your { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE } = "divorce" "divorce" "dissolution" }. Please note that your { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE } = "divorce" "divorce" "dissolution" } is not finalised once you have received Conditional Order. I shall provide further information regarding Conditional Order in due course." "Your spouse will also have received a copy of the issued applications. They must then confirm receipt of the notice of application."

Once the Court has served the application, a 20 week waiting period begins before they are able to apply for the Conditional Order. If they do not apply for the conditionla order we are able to apply instead. The Conditional Order is the next stage in your { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE } = "divorce" "divorce" "dissolution" }. Please note that your { IF { MERGEFIELD FW\_DIV\_PETDET\_FW\_APPTYPE } = "divorce" "divorce" "dissolution" } is not finalised once you have received Conditional Order. I shall provide further information regarding Conditional Order in due course." }

If you have any questions please do not hesitate to contact me.

Yours sincerely

{INCLUDETEXT

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{ MERGEFIELD CALCULATION_FEE_EARNER_DESCRIPTION }  
{ MERGEFIELD PRACTICEINFO_PRACTICE_NAME\*UPPER }
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