



Fair Parenting & Financial Responsibility

A Consent-Based Proposal for Reforming Child Maintenance in the UK

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EXECUTIVE SUMMARY

This proposal sets out a bold yet practical framework for reforming the UK's child maintenance system. It is built around voluntary consent, contractual responsibility, and minimal state interference. It protects children while restoring fairness for contributors.

Key Proposals:

- Legal parenthood begins with consent, not biology.
- A simple tick-box declaration confirms parental intent.
- Voluntary parenting agreements (PRAs) define obligations.
- Default contributions apply if consent is given but no PRA is signed.
- The state enforces only where harm or contract breach is proven.

By moving away from coercion and toward clarity, this system supports both child welfare and adult autonomy.

Note:

This document is a **first draft**, published to invite feedback, challenge assumptions, and begin a broader public conversation. It reflects research and consultation but remains open to refinement.

We welcome critical engagement – from supporters, opponents, and all who care about building a fairer child maintenance system.

1. INTRODUCTION

The current child maintenance system in the United Kingdom, centred around the Child Maintenance Service (CMS), was created to protect children – ensuring that parents contribute to their upbringing, especially where one parent walks away or puts a child at risk.

It was built in response to real and serious harms, including poverty and family breakdown. The intentions were – and still are – rooted in the desire to ensure children are supported (Viscount Younger of Leckie, 2023). That moral instinct still matters. But the system designed to uphold it is deeply flawed.

In most cases, financial obligation is imposed through legal parenthood automatically assigned by biology or registration, without requiring consent. It assigns lifelong financial responsibility, even in cases where no agreement to parenthood was ever made (Gov.UK, 2015). Contributors are often held financially liable without rights, involvement, or choice – in some cases, even after being excluded from their child’s life entirely. The current model may unintentionally create financial incentives that discourage shared parenting and, in some cases, contribute to contact denial or parental alienation (Callan, 2023).

This issue is especially urgent when viewed through the lens of how families are formed today. Studies show that **up to 40% of pregnancies in Western countries are unintended** (Smith, et al., 2022) placing many individuals in emotionally and financially complex situations where one or both parties did not anticipate and/or prepare for parenthood.

Australian research also shows that individuals **who have experienced sexual coercion – 27% of women and 8% of men** in one national survey – may have reduced ability to negotiate contraceptive use, even in otherwise consensual encounters (Rowe, et al., 2016). This highlights the need for early, mutual, and informed consent to parenthood, rather than assumptions based solely on biological outcomes.

As of 2021, there were around **3 million single-parent families in the UK**, and by 2023, **40% of children in these households were living in poverty** (UK Parliament, 2023). Yet despite this reality, the CMS still fails to collect support in a consistent or fair way. Only 49% of paying parents using the Collect and Pay service paid more than 90% of the maintenance due in September 2021 (One Parent Families Scotland, 2024) – a figure that highlights a serious issue within the current system. Whether this reflects affordability, poor enforcement, lack of clarity, or deeper flaws in the system remains a critical area for public inquiry and policy reform.

Meanwhile, current policy permits financial obligations even where the non-resident parent has limited or no contact with the child – a situation many see as unfair, especially when rights and responsibilities are separated (Gov.UK, 2015) (Callan, 2023).

The flaws are not just theoretical. The CMS is expensive, inefficient, and increasingly unpopular. It cost the taxpayer £322 million in 2020–21 yet still failed to collect over £60 million in unpaid maintenance that year alone (National Audit Office, 2022). Since its creation in 2012, total unpaid arrears have reached £614.3 million, representing 8% of all maintenance due (Gov.UK, 2024). Despite a reduced caseload and increased use of digital systems, the cost of collection has risen – the CMS now spends 36p for every £1 collected, up from 35p a decade earlier (National Audit Office, 2022). This means less money reaches children, and more public funds are used to prop up a failing enforcement regime.

Despite this, the emotional and practical burden on families remains high. A recent government survey found that 61% of CMS users were dissatisfied with the service (Gov.UK, 2024). Yet rather than address these concerns – which include poor communication, delayed enforcement, and lack of support – officials often dismiss user complaints as symptoms of “emotional distress” from separation (National Audit Office, 2022). This overlooks the genuine structural flaws that cause ongoing harm to parents and children alike.

Families already facing financial stress are further disadvantaged. Today, **one in five households with children are in serious financial difficulty** (Action for Children, 2023), while many contributors struggle with fixed assessments that may not reflect their actual income, level of contact, or personal circumstances.

This has created widespread injustices – including:

- Legal and financial obligations imposed solely based on biology, even where no consent to parenthood was ever given

- Those left solely responsible after a co-parent abandoned their commitment
- Contributors who are excluded from their child's life yet remain financially liable
- A ballooning taxpayer burden for a system that too often fails the very children it's meant to support

We must be able to ask – not just what the system was meant to fix, but **how we can do better**.

- How do we protect children, without punishing people who never agreed to become parents?
- How do we support families, without creating new forms of injustice?
- How do we build a system that fosters trust, cooperation, and informed responsibility?

This proposal offers a clear and principled roadmap forward – based on:

- Voluntary agreements
- Personal responsibility
- Minimal state interference

It fosters intentional parenthood through early reflection and shared consent – helping partners communicate clearly, plan responsibly, and avoid future conflict.

It seeks to ensure children are provided for, without creating coercive systems that burden taxpayers or punish responsible parents.

2. CORE PRINCIPLES

In practice: These principles ensure that parenting responsibilities begin only when someone freely agrees. This respects both autonomy and fairness – no one becomes a parent by accident or assumption.

2.1 CONSENT-BASED PARENTHOOD

- Legal parental status arises only through **voluntary agreement** – not automatically from biological connection.
- A simple **tick-box Declaration of Intent to Parent** is used to determine whether a genetic contributor agrees to become a legal parent.
- No one is legally or financially responsible unless they have **affirmatively consented** to that role through this declaration.

This ensures that both reproductive and financial autonomy are respected – with responsibility beginning only through clear and voluntary consent.

2.2 FROM CONSENT TO STRUCTURE: THE ROLE OF PARENTING AGREEMENTS

- Once someone has ticked “Yes” to becoming a legal parent, they assume **full legal and financial responsibility**.
- If both contributors wish to **co-parent**, they may formalise their arrangements by signing a **Parental Responsibility Agreement (PRA)** – a flexible, legally binding contract that sets out shared parenting terms.

A PRA clearly sets out each party’s responsibilities, rights, and expectations, including:

- **Financial Contributions**
 - Fixed flat-rate or custom amount
 - Frequency (e.g. monthly)
 - Who pays for extras
- **Care & Contact Arrangements**
 - Regular time with the child
 - Holidays or special occasions
 - Virtual contact options
- **Parental Decision-Making**
 - Health, education, religion, travel

- Whether decisions must be joint or individual
- Conflict resolution steps
- **Living & Residence Agreements**
 - Where the child will live
 - Whether joint/shared residence applies
 - How relocation is handled
- **Dispute Resolution Process**
 - Mediation or arbitration optional before legal enforcement
 - Civil legal contract enforcement if needed
- **Modifications & Reviews**
 - Can be reviewed every 1–2 years
 - Modifiable only with mutual consent

In practice: The legal framework gives people two simple tools – a tick-box for initial consent and a contract (PRA) if they want to define how they will co-parent. Nothing is forced. Everything flows from voluntary agreement.

3. LEGAL FRAMEWORK COMPONENTS

Clarification:

The legal framework includes both a lightweight **Declaration of Intent to Parent** (the tick-box) and an optional, more detailed **Parental Responsibility Agreement (PRA)**. These are not competing tools – the **declaration triggers responsibility**, while the **PRA defines structure**.

3.1 DECLARATION OF INTENT TO PARENT (TICK-BOX CONSENT)

- A **genetic contributor becomes legally and financially responsible** only after ticking “**Yes**” on the declaration.
- Ticking “**No**” means they are not considered a legal parent and incur no obligations.
- The declaration must be signed within a set timeframe (e.g. during pregnancy or shortly after birth).
- Declarations signed prior to conception are legally valid and binding once conception occurs, provided they are not revoked before conception.

3.2 PARENTAL RESPONSIBILITY AGREEMENTS (PRAS)

- Parents who agree to co-parent may choose to sign a **PRA**.
- This contract defines parenting terms: financial contributions, contact, decision-making, etc.
- PRAs are optional but recommended where shared parenting is expected.
- Registered via a local authority or secure digital platform.

3.3 CROSS-BORDER ENFORCEMENT LIMITS

Under this model, legal and financial responsibility arises only through clear consent – either via the Declaration of Intent to Parent or a Parental Responsibility Agreement (PRA).

As a result:

- Contributors who have **not consented** to parenthood cannot be pursued through international legal mechanisms such as **REMO (Reciprocal Enforcement of Maintenance Orders)**.

- The UK would **only support cross-border enforcement** if one of the following is in place:
 - A signed **Declaration of Intent to Parent**
 - A mutually signed **Parental Responsibility Agreement (PRA)**

This ensures that **no international claim** can be made without **documented, voluntary consent** – preventing unjust or automatic liability across borders.

Why This Matters:

This model ensures that responsibility is **only activated by affirmative, informed consent**. No one becomes a legal parent by assumption or default.

This ensures reproductive and financial autonomy, removes the risk of coercion, and places responsibility with the contributors who have chosen to proceed as a parent.

4. PARENTHOOD BY AGREEMENT: FRAMEWORK FOR VOLUNTARY RESPONSIBILITY

In practice: If you're married, you confirm whether you want kids when registering. If you're not married, you confirm your intentions during pregnancy or pre-conception. Only those who say *"Yes, I want to parent"* become responsible.

4.1 MARRIED COUPLES

During marriage registration, couples declare one of:

1. We intend to have children together
2. We do not intend to have children
3. Undecided / Not discussed

Legal Outcomes:

- **(1) Selected** → Shared legal responsibility
- **(2) or (3)** → No obligation unless a PRA is signed later
- If one party is found to have misrepresented key facts (e.g. falsely claiming infertility), the court may override their lack of consent and assign financial responsibility, proportional to the harm caused.

This exception applies only when:

- The misrepresentation was clear and documented (e.g. in writing or through medical evidence),
- The other party relied on it in good faith, and
- A resulting pregnancy occurred.

4.2 UNMARRIED COUPLES

When pregnancy is registered:

- The gestational party is asked whether they wish to notify the genetic contributor.

If they do:

- The genetic contributor is notified and offered the **Declaration of Intent to Parent**.
- If they tick "Yes":

- They assume financial and legal responsibility (see Section 7).
- They are **then offered the option** to jointly sign a **Parental Responsibility Agreement (PRA)** to define parenting terms and responsibilities (optional).

If they tick “No”:

- They waive all legal and financial obligations.
- No further agreements (like a PRA) apply unless both parties later initiate one voluntarily.

If the gestational party chooses not to notify the contributor:

- They waive the right to claim future support from that person, unless a PRA is later signed voluntarily.

This ensures that **legal and financial responsibility flows from mutual consent, not state assumption.**

4.3 EARLY INTENT DECLARATIONS & PROTECTION FROM BAD FAITH

While legal parenthood under this model begins with a formal Declaration of Intent to Parent, contributors may voluntarily confirm their intentions earlier – including before conception. This allows partners to establish mutual understanding, avoid future disputes, and protect against claims made in bad faith.

To support this:

- **Pre-conception PRAs or declarations** may be completed by mutual agreement, either digitally or in person. These are not legally binding unless pregnancy occurs but may serve as evidence of intent.
- Contributors may **submit time-stamped intent declarations** through an approved platform at any stage – including before, during, or after conception – to record their understanding of the relationship or verbal discussions.
- Declarations or PRAs may be made available through accessible public channels, including **digital platforms, pharmacies, sexual health clinics, or GP surgeries.**
- Where a contributor falsely assures willingness to parent (e.g. to bypass contraception), and then withdraws consent at registration, this may be considered **reproductive deception**. If deception is proven, the opt-out may be voided and financial responsibility applied under the abuse-tier model.

This approach balances autonomy with accountability – ensuring that verbal promises cannot be exploited, and that vulnerable parties have a fair and practical way to seek clarity and protection early in the process.

5 LEGAL PROTECTIONS AND FAIRNESS

Before enforcement or financial responsibility can be applied, it's vital that all agreements are grounded in freedom, safety, and good faith.

In practice: This protects vulnerable parents. Survivors of abuse are never forced to co-parent. Contracts can be voided where harm is involved.

Key Safeguards:

- A PRA is **void** if signed under coercion, manipulation, or abuse
- Parents who experience **domestic violence** cannot be forced to maintain parenting agreements with their abuser
- Agreements can be **reviewed or blocked** by courts if one contributor later poses a risk to the child
- Where genuine hardship exists, **means-tested legal aid** can support enforcement

This ensures freedom-based systems don't become loopholes for predators or leave vulnerable families without protection.

6 ENFORCEMENT OF AGREEMENTS

In practice: If one parent breaks the agreement – by refusing to pay or blocking access – the other parent can take them to court like any other contract.

No CMS. No state chasing people. Just enforce the deal both sides signed.

Clarification:

Enforcement of Parental Responsibility Agreements (PRAs) is treated as a matter of **civil contract law**. Where one party fails to meet their obligations – financial or otherwise – the other party may seek a **civil remedy through the courts**, including:

- Court orders
- Wage garnishment
- Debt recovery (where applicable)

The **state does not enforce** or mediate parenting agreements unless abuse, risk to a child, or criminality is involved.

Where hardship is present, **means-tested legal aid** may be available – not as an automatic entitlement, but as a last-resort safety net.

7. BINDING CONSENT: THE CASE FOR A TICK-BOX DECLARATION

In practice: You make a simple, clear choice at a key moment: “Do I agree to be a parent?” If yes, responsibility follows. If no, you’re not bound – and you waive your rights too.

Clarification:

This system introduces a legally binding “Declaration of Intent to Parent” – a simple consent mechanism that can be signed during:

- Marriage registration
- Pregnancy registration
- Paternity/birth registration

The Tick-Box Says:

“Do you voluntarily consent to becoming a legal parent, with equal financial and decision-making responsibility, for any child resulting from this relationship or pregnancy?”

- YES → Full legal and financial responsibility
- NO → Waives legal parenthood and support obligation
- UNDECIDED → No rights or duties until a PRA is signed
(See Section 7.1 below for default financial contribution rates if no PRA is signed.)

Why It Works:

- Clear consent = fair responsibility
- Avoids fraud, coercion, or forced parenting
- Functions like any other legal declaration (marriage, organ donation, etc.)

This does not replace PRAs – it determines whether responsibility begins at all. The PRA only becomes relevant if co-parenting begins and needs to be structured. Where no PRA is signed, the flat-rate model below applies.

7.1 DEFAULT CONTRIBUTION RATES WHEN NO PRA EXISTS (FLAT MONTHLY TIER MODEL)

When a contributor ticks “Yes” on the Declaration of Intent to Parent, but no Parental Responsibility Agreement (PRA) is signed, a fixed monthly contribution applies based on income bands, not percentages.

This avoids disincentivising work or financial success, while ensuring fair support for the child.

Flat Monthly Contributions by Income Tier (Per Child):

Income Band (Net Monthly)	1 Child	2 Children	3+ Children
Under £1,000	£50	£90 (£50 + £40)	£120 (£50 + £40 + £30)
£1,000–£1,999	£100	£180 (£100 + £80)	£240 (£100 + £80 + £60)
£2,000–£2,999	£150	£270 (£150 + £120)	£360 (£150 + £120 + £90)
£3,000+	£200	£360 (£200 + £160)	£480 (£200 + £160 + £120)

Reductions

- 2nd child: 20% reduction from the base
- 3rd child: 40% reduction from the base

These flat tiers:

- Cover essential child-related costs
- Are simple and predictable
- Avoid over-penalising higher earners
- Encourage both parents to remain financially active

The tiered flat-rate system reflects average child costs for low-to-mid income families. Where both parents agree, a PRA can be used to set a higher or custom amount.

7.1.1 ADJUSTMENT FOR PROVEN SAFEGUARDING RISK (ABUSE OR DECEPTION)

If contact is legally restricted due to a court-verified abuse finding or proven reproductive deception:

- The contributor's financial obligation increases by 50% above their assigned contribution band.
- This reflects the additional caregiving burden, and the severity of the harm caused.
- The increase only applies following formal court confirmation – not unverified or disputed claims.

Example: A contributor in the £2,000–£2,999 band (standard rate: £150/month) would contribute £225/month under the abuse tier.

Safeguards:

- No increase applies for informal or unproven contact denial
- If safeguarding claims are later shown to be false or malicious, excess contributions may be offset against future payments

Protections and Adjustments:

- False safeguarding claims may lead to repayment offsets
- Shared care reduces contribution by up to 50%
- A signed PRA can override this model
- Financial hardship? A means-tested review may apply

No Consent = No Obligation: Contributors who tick “No” and do not sign a PRA are not considered legal parents – they have no legal or financial responsibility.

7.1.2 CARE-BASED UPLIFT FOR LONG-TERM CAREGIVING PARTNERS

In cases where no PRA exists and a contributor earns over £3,000/month, an additional *care-based uplift* may apply. This recognises long-term caregiving by the other parent – particularly where that party reduced their earning capacity for the benefit of the household.

Eligibility Criteria

- The contributor was married or cohabiting with the caregiving parent for at least three consecutive years
- The caregiving parent undertook significant unpaid childcare responsibilities
- No PRA was signed to formalise ongoing support or division of care

How the Uplift Is Calculated

A 25% rate is applied to the *excess income* (i.e. anything above £3,000/month), scaled by the caregiving duration (Uplift Level):

Years of Caregiving Uplift Level

3–5 years	25%
6–8 years	50%
9–11 years	75%
12+ years	100%

Formula:

Uplift = 25% of Excess Income × Caregiving Uplift %

How the Uplift Is Calculated (Simplified)

For contributors earning over £3,000/month, an uplift is applied to their **excess income** (anything above £3,000) to recognise long-term caregiving.

Step-by-Step Simplification:

1. **Work out the excess:** How much they earn over £3,000/month
2. **Take 25% of that excess**
3. **Multiply it by the uplift level,** based on caregiving years

This uplift is in addition to the standard flat contribution (£200/month per child) and only applies where no PRA provides other support.

Example 1: 12 Years of Caregiving, High Income

Tom earns **£6,000/month** net and was married to Amira, who cared for their children full-time for 12 years. They separated without a PRA.

- **Base contribution:** £200
- **Excess income:** £6,000 – £3,000 = £3,000
- **Uplift level:** 100%
- **Uplift** = £3,000 × 25% × 100% = **£750**
- **Total monthly contribution:** £200 + £750 = **£950**

Example 2: 6 Years of Caregiving, Moderate Income

Mark earns **£4,000/month**, and Ella stayed home to care for their children for 6 years.

- **Base contribution:** £200
- **Excess income:** £4,000 – £3,000 = £1,000
- **Uplift level:** 50%
- **Uplift** = £1,000 × 25% × 50% = **£125**
- **Total monthly contribution:** £200 + £125 = **£325**

Why It Works:

- Reflects fairness without punishing success
- Rewards sustained caregiving without defaulting to lifelong maintenance
- Keeps contributions linked to actual income
- Preserves incentives for contributors to formalise terms via PRAs

- Simple and predictable – no complex litigation required
- Distinguishes genuine long-term caregiving from opportunistic short-term claims

7.2 REAL-TIME INCOME TRACKING & MANIPULATION SAFEGUARDS

To ensure contributions are fair and dynamic, this model integrates with **HMRC's Real Time Information (RTI)** system – enabling monthly assessment of actual earnings.

How It Works:

- Contributors are auto assigned to a tier based on their **net monthly income**
- No need for annual income projections or manual declarations
- Monthly contributions adjust automatically based on real-time pay data

Cumulative Back-Pay Rule:

To prevent manipulation (e.g. reporting low income most of the year, then receiving a lump sum):

- The system reviews total annual income at year-end
- If the average income would've placed the contributor in a higher tier, they must pay the difference for earlier months
- The shortfall is repaid in the high-income month

Example:

If a person pays £150/month based on £2,000/month for 11 months, but receives a £10,000 bonus in month 12, their average income becomes £3,083 → triggering the £3,000+ tier (£200/month). They must back-pay the £50/month shortfall for 11 months = £550, payable in month 12.

Why a Cap?

The £3,000+ tier is capped to:

- Avoid penalising success
- Keep the system administratively simple
- Reflect that child-rearing costs don't scale infinitely with income

7.3 SELF-EMPLOYED CONTRIBUTORS

Self-employed contributors, including sole traders, report their monthly profit (income minus business expenses) via the parenting portal. This allows contributions to be assessed in line with real-time income, just as employed contributors are assessed by monthly wage.

How It Works:

- Monthly Reporting:

Contributors self-declare their monthly profit. No uploads or receipts are required – the system operates on trust and accountability, not suspicion.

- Annual Reconciliation:

At the end of the financial year, declared income is compared with the contributor's official HMRC Self-Assessment.

- If the declared monthly income was lower than actual annual profit, the contributor must repay the difference.
- If they are over-reported, a credit is applied to future contributions.

Anti-Manipulation Rule:

- If the annual profit places them in a higher income band than declared during the year, back-pay is calculated based on what they would have owed across all months.

This ensures:

- Support remains fair and proportionate
- Honest contributors aren't penalised
- Those who under-report are still held accountable – without intrusive monitoring

8. CASE STUDIES AND PRACTICAL EXAMPLES

Case Study 1: Voluntary Parenthood, PRA Not Required

James and Olivia are in a long-term relationship. During pregnancy registration, both tick “YES” to co-parenting.

They remain together and raise their child without dispute. **No PRA is ever needed** because their responsibilities are mutual and respected.

Case Study 2: PRA Used After Separation

Ava and Ben initially ticked “YES” during pregnancy. Two years later, they separate.

To resolve contact and finances, they agree to a **Parental Responsibility Agreement (PRA)** outlining monthly payments, contact terms, and decision-making responsibilities.

The PRA is later used to help mediate when their schedules conflict.

Case Study 3: No Consent, No Obligation

Liam was not informed of the pregnancy. The gestational party chose not to notify him.

Years later, she attempts to claim financial support.

Under the proposed model, **Liam has no legal or financial obligation**, because he never consented to parenthood.

Case Study 4: Domestic Abuse – PRA Voided but Support Remains

Emma was in a violent relationship. Her ex-partner ticked “YES” and signed a PRA.

After being convicted of domestic abuse, the court revoked his contact rights to protect Emma and the child.

However, because he **consented to parenthood**, he remains **financially responsible** for the child’s support.

Case Study 5: Tick-Box Consent, No PRA, Abuse Limits Contact

Marcus and Nina were in a relationship during her pregnancy. Marcus ticked “YES” during antenatal registration, confirming his consent to parenthood.

After their child was born, he became emotionally abusive. Nina sought legal protection, and a PRA was never signed.

Despite having no contact and being barred from parenting decisions, **Marcus remains financially responsible** under the model’s **default contribution rule and increased abuse tier**.

Case Study 6: Consent Given, No PRA, Default Rate Applies

Sophia became pregnant in a short-term relationship. Alex ticked “YES” to becoming a parent, but no PRA was signed due to the relationship ending amid verbal abuse. Sophia denied contact for safety, but Alex’s financial obligation remained active, initially set at £150/month under the flat-rate model. Later, due to proven safeguarding concerns, this increased to £225/month (a 50% increase) through court review.

Case Study 7: Redress After a Proven False Allegation

Ethan and Claire had a child after a brief relationship. Ethan ticked “Yes” on the declaration, confirming his consent to parenthood. A PRA was never signed.

After their separation, Claire denied Ethan contact and presented evidence of emotional abuse. Based on that evidence, the court applied an abuse-tier adjustment – increasing Ethan’s financial contribution from £150 to £225/month.

Months later, following a successful appeal and further investigation, the evidence was deemed insufficient, and the finding was overturned. Ethan’s overpayments were offset against future contributions, and his contact rights were reinstated.

Case Study 8: Reproductive Deception and the Abuse Tier

Charlotte and Daniel had a brief relationship. Daniel falsely claimed he was medically infertile. Charlotte became pregnant, and Daniel declined to complete a Declaration of Intent to Parent – meaning he was not initially considered a legal parent.

However, Charlotte later submitted verified medical evidence proving that Daniel had knowingly misrepresented his fertility. Based on this deception, the court determined that his refusal to assume parental responsibility was not made in good faith. As a result, Daniel was assigned legal and financial responsibility under the abuse-tier model.

With an income in the £2,000–£2,999 band, he was ordered to pay £225/month – a 50% uplift reflecting the additional burden caused by the deception.

Case Study 9: Early Declaration Prevents Dispute and Reduces Conflict

As part of a new outreach programme in local universities, students are offered information on informed parenthood, reproductive responsibility, and how to register voluntary declarations of intent via a secure digital portal. The programme includes workshops, peer-led guidance, and access to pre-conception Parental Responsibility Agreements (PRAs) or intent declarations.

Layla (19) and Josh (20), a couple attending university, decide to complete a mutual intent declaration via the digital platform after discussing the possibility of starting a family in the future. They both tick “Yes” and save a time-stamped copy of their consent, recorded before any pregnancy occurs.

A few months later, Layla becomes pregnant unexpectedly. When contacted, Josh initially considers withdrawing. However, the system recognises that he already provided valid and time-stamped consent via the earlier declaration. As such, his legal and financial responsibility is already active. Though emotionally unsure, Josh accepts the fairness of holding to his original decision – avoiding conflict and supporting Layla through the pregnancy.

Although Josh later questioned whether he was ready, his earlier declaration made the legal framework clear and fair for both parties. Because responsibility had already been willingly accepted, no legal dispute followed. This helped reduce tension, improve communication, and led to better long-term outcomes for all involved.

Case Study 10: Dynamic Calculation via Real-Time HMRC Integration

Ryan works full time in retail, with a base salary of £28,000/year. However, his monthly earnings fluctuate due to shift changes, overtime, and occasional sick leave. Under the CMS, his payments were fixed annually and often didn't reflect actual income – leaving him financially stretched some months and overpaying in others.

Under the new model, Ryan's monthly income is linked to the HMRC PAYE portal, allowing contributions to be automatically calculated each month in line with his actual take-home pay. On months where his income drops due to illness or lack of overtime, his obligation adjusts automatically.

This helps Ryan budget while still supporting his child – and removes the frustration of dealing with long appeal processes.

Case Study 11: Trust-Based Monthly Reporting for Sole Traders

Mel is a self-employed wedding photographer whose income varies drastically by season. In the spring and summer, she earns over £3,000/month, but in winter she sometimes earns less than £1,000/month.

Under the new model, Mel self-declares her monthly profits via the digital parenting portal. She appreciates not having to upload documents or prove her earnings – the system trusts her declaration and only reviews her annual HMRC return at year-end.

When her final tax return shows she earned slightly more than she'd reported on average, a simple back-payment calculation is applied – no fines, no bureaucracy. Mel pays the extra amount across the next two months.

This approach respects Mel's autonomy, fostering trust and encouraging ongoing compliance – without treating her with suspicion.

Case Study 12: Abuse Confirmed, Long-Term Caregiver Recognised

Amira and Tom were married for 14 years and raised three children together. During this time, Amira stayed at home full-time to care for the children, significantly reducing her earning potential.

After the marriage ended, no PRA was signed. Amira retained full custody, and Tom moved out. A year later, Tom was charged with sustained domestic abuse. Tom's contact with the children was restricted.

Under the proposed model:

- **Tom earns £6,000 net/month**
- **He consented to parenthood via the original Declaration of Intent**
- **There is no PRA, so default contribution rates apply**

Base Contribution (3 children):

- £200 (first child)
- £160 (second child – 20% reduction)
- £120 (third child – 40% reduction)
- **Subtotal: £480**

Abuse-Tier Adjustment (+50%)

- $£480 \times 1.5 = \textbf{£720}$

Care-Based Uplift on Excess Income (100%)

- Excess income above £3,000 = £3,000
- 25% of excess = £750
- 12+ Years Caregiving Uplift = 100%
- Care Uplift = excess (£750) x 100% = £750
- **Final Total Contribution: £720 (base + abuse tier) + 750 (care-based uplift) = £1,470/month**

Why This Outcome Works:

- The base contribution reflects realistic and capped child-rearing costs
- The abuse-tier addresses the increased caregiving burden post-separation
- The uplift fairly acknowledges Amira's long-term financial sacrifice
- No litigation was needed – all adjustments flowed from court findings and time lived together

9. PRACTICAL SAFEGUARDS: AVOIDING COURT OVERLOAD

A key concern with moving toward consent-based, contract-enforced parenting is whether such a model might overload the court system with disputes.

However, this proposal includes built-in solutions that reduce the risk of widespread litigation while maintaining freedom and fairness.

9.1. DEFAULT PRA TEMPLATES

To avoid the need for costly legal drafting, standardised **Parental Responsibility Agreement (PRA)** templates would be made freely available.

These would be:

- Written in plain English
- Approved by legal professionals
- Fillable online in minutes

They would cover common parenting terms, reducing ambiguity and helping prevent future disputes.

9.2. MANDATORY MEDIATION (WHERE APPROPRIATE):

Disputes about PRAs require mediation before court access – except where abuse, bad faith, or safety risks make mediation inappropriate.

This prevents minor disagreements from escalating into full litigation and supports non-adversarial resolution.

9.3. DIGITAL ENFORCEMENT FOR FINANCIAL TERMS

If one contributor stops making agreed payments, the other can initiate a **digital fast-track enforcement** process.

How it works:

- Upload a valid PRA to an approved platform
- Platform issues a wage deduction notice (like a traffic fine system)

- Only goes to court if appealed

This keeps standard enforcement **quick, low-cost, and out of court**.

9.4. PRIVATE ARBITRATION AS AN OPTION

Couples may opt into **private arbitration** as part of their PRA.

This:

- Bypasses the court entirely
- Uses neutral third-party arbitrators
- Offers legally binding resolutions, faster and cheaper than litigation

Perfect for complex cases where trust still exists but agreement is needed.

9.5. COURTS AS A LAST RESORT

Where mediation, templates, or arbitration fail, civil courts remain available.

But by using the tools above, most families will never need that path.

This ensures the state is **not burdened**, while serious or high-risk cases still have access to justice.

10. FINAL NOTES

This model is designed for:

- Simplicity
- Fairness
- Long-term scalability

It:

- Reduces conflict
- Removes state coercion
- Empowers both contributors
- Protects children through voluntary agreements
- Avoids burdening the taxpayer

With this approach, the UK could lead the world in a freedom-first model of parenting and child support – rooted in responsibility, consent, and compassion.

Anonymised, opt-in data collection may be used to evaluate outcomes, dispute frequency, and child wellbeing over time – with no personal tracking or state involvement.

A Cultural Shift Toward Responsibility

Informed Parenthood Begins with Consent

This model is not just about fairness after the fact – **it's about setting people up for better decisions before a child ever enters the world.**

By requiring clear consent through a simple declaration, this system encourages individuals and couples to think seriously about the responsibilities of parenthood at the point where it matters most – before those responsibilities begin.

It promotes early conversations, shared expectations, and transparency between partners – reducing the risk of future conflict, resentment, or legal battles.

Informed, intentional parenthood leads to stronger families, better outcomes for children, and greater trust between parents – even when relationships end.

11. COMMON OBJECTIONS & RESPONSES

These are the most common questions and criticisms raised about the proposal – each followed by a grounded, practical response that highlights its fairness, simplicity, and its child-centred, consent-based foundations.

Objection 1: Isn't this just a financial opt-out?

Response:

No – this is not about opting out. It's about requiring clear consent before someone is legally or financially responsible.

The idea of a “financial abortion” or opt-out suggests someone can walk away **after** a child is conceived. That's not what this model proposes.

Instead, this system starts with a **simple, early question**:

“Do you agree to be a parent?”

Only if someone ticks “Yes” legal responsibility begins. If they don't, they aren't bound – and they waive their rights too.

This isn't a loophole. It's a **consent-based system** that encourages early decision-making, shared agreements, and personal accountability. If you say yes, you're fully responsible. If you don't, you're not a parent-in-law.

It's about **consent – not coercion**. Responsibility should start with choice, not assumption.

Objection 2: “Won't this system cause more court cases and delays?”

Response:

This model reduces court involvement using:

- Free contract templates
- Mandatory mediation before any case goes to court
- Optional private arbitration
- Fast-track digital enforcement for payments

The courts are used only when everything else fails – keeping the system light, fair, and efficient.

Objection 3: “The CMS lifts children out of poverty – freedom shouldn't come before child welfare.”

Response:

The CMS may aim to protect children, but in practice it often causes harm – by creating adversarial relationships, rewarding contact denial, and enforcing debt on people who never agreed to parenthood.

This proposal ensures that support is based on mutual consent and personal responsibility – not state coercion. That leads to more cooperation, more contact, and more stable outcomes for children.

Freedom isn't a luxury. It's the foundation for genuine, lasting responsibility.

Objection 4: “You’re giving deadbeat parents a way to escape responsibility.”

Response:

No. This proposal doesn't let people escape responsibility – it stops the government from forcing responsibility on people who never consented to become parents in the first place.

Anyone who ticks “yes” or signs a PRA is fully liable. But someone tricked, deceived, or never informed should not be financially punished for 18-20 years.

Responsibility must begin with choice.

Objection 5: “Isn't biology enough to create legal obligation?”

Response:

Not in UK law. Sperm donors, for example, have no legal duty unless they consent to parent. This model applies that same principle to everyone.

Parenthood should come from agreement, not biology alone.

Objection 6: “What if someone doesn't opt in and later regrets it?”

Response:

Choosing not to opt in is a serious and intentional decision – but it doesn't have to be final. If both parties later agree, the contributor can still opt in and take on shared responsibility.

But consent must remain mutual. Children deserve stability – not sudden reappearances from someone who previously declined involvement.

Objection 7: “What if someone is coerced into signing a PRA?”

Response:

No agreement signed under coercion, fraud, or abuse is valid. This proposal includes clear safeguards:

- PRAs can be voided by court if signed under pressure
- Domestic violence survivors cannot be forced to maintain contact or co-parent
- Vulnerable parties are protected under civil and family law, as they are today

Objection 8: “The father consented to sex – isn’t that when responsibility begins?”

Response:

It’s true that consenting to sex carries natural risks, including the possibility of pregnancy.

But legal and lifelong responsibility for a child should not be based on biology alone – it should be based on **mutual agreement to become a parent**.

In the UK, women are legally recognised as having the right to decide whether or not to continue a pregnancy.

They can choose:

- To end the pregnancy (via abortion)
- To raise the child
- Or to place the child for adoption

This decision does not require the consent of the male biological contributor. The law recognises a woman’s right to choose **whether to become a parent**.

By contrast, once a child is born, men currently have **no legal mechanism** to decline parenthood – even if:

- They were unaware of the pregnancy
- They did not agree to become a parent
- Or the pregnancy resulted from deception or non-disclosure

This creates a clear imbalance. While women have a legal route to opt out of parenthood, men do not – even in cases of non-consensual or unintentional conception.

This proposal does not argue against reproductive choice for women. Instead, it calls for **equal reproductive autonomy** – recognising that just as no one should be forced to carry a pregnancy, no one should be legally or financially bound to parenthood without voluntary consent.

Equality in responsibility begins with equality in consent.

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