

## When to use this form



Use this form to make a child support agreement and/or to apply for a child support agreement to be accepted by the Australian Government Department of Human Services.

Parents (and/or a non-parent carer, if applicable) can use this form to agree to:

- make a new child support agreement
- replace an existing child support agreement with a new agreement
- end an existing child support agreement, **or**
- end an existing child support liability.

You can also use this form to apply for acceptance of a child support agreement.

Read the notes on pages 1 to 8 before completing this form.

## What is a Child Support agreement?

A child support agreement is a written agreement between parents (and/or a non-parent carer if applicable) on the amount of child support to be paid and how it will be paid. An agreement must be in writing and signed by all parties.

There are two types of agreements: limited and binding.

- **Limited child support agreements** can be accepted if there is a child support assessment in place and the annual rate payable under the agreement is equal to, or more than, the annual rate of child support payable under the child support assessment. You are not required to get legal advice before entering into a limited agreement, however, you can choose to do so.
- **Binding child support agreements** can be made and accepted even if a child support assessment has not been made. The agreement can be made for any amount that all parties agree to. Each party must obtain independent legal advice before entering into the agreement and attach a certificate that is completed and signed by each party and their legal practitioner.

Refer to the notes on page 3 for further information.

**IMPORTANT:** If you are considering signing an agreement, it is important that you understand what you are signing. If you are unsure about anything in the agreement, you should get independent legal advice. You can learn more about agreements in the *Child Support Guide* at [guides.dss.gov.au](https://guides.dss.gov.au)

## Information about eligibility

When applying for a child support agreement to be accepted, there are specific eligibility requirements that apply. You must meet all of these eligibility requirements for a child support agreement to be accepted.

- The parent(s) paying child support must be a resident of Australia (or a country with reciprocating jurisdiction) on the day the agreement is made. A list of reciprocating countries can be found at [humanservices.gov.au/childsupportjurisdictions](https://humanservices.gov.au/childsupportjurisdictions) or call **131 272**.  
International customers: Call **+61 131 272** or **+61 3 6216 0864**.
- The parties to the agreement must not be living together in a domestic relationship.
- The child(ren) must be under 18 years of age, unmarried, and not living in a domestic relationship.
- The child(ren) must either be Australian citizens or they must currently or usually live in Australia (or a country with reciprocating jurisdiction).

### We will refuse to accept an agreement if:

- the assessment commenced with an application from an overseas authority of a reciprocating jurisdiction, **and**
- the overseas authority of a reciprocating jurisdiction does not support the acceptance of the agreement.

If you are unsure if you are eligible to apply, call us on **131 272**.

International customers: Call **+61 131 272** or **+61 3 6216 0864**.

## Parties of a Child Support agreement

A child support agreement can be between:

- the two parents of the child(ren)
- one or both parents of the child(ren) and a non-parent carer of the child. If both parents are or can be assessed for child support, then they must both be parties to the agreement.

A **non-parent carer** is someone who provides at least 35 per cent care for a child (at least 128 nights over a 12 month period) and is not the child's parent.

## What sections do I need to complete?

This form contains two sections. You can complete SECTION 1 **and/or** SECTION 2 depending on your circumstances.

- SECTION 1 is for you to apply for acceptance of your agreement, **and**
- SECTION 2 is for you to provide the details of your agreement.

### **SECTION 1** – Application for acceptance of the agreement

Any party to the agreement can apply to have an agreement accepted. You can apply to have your agreement accepted by asking us over the phone, in writing, or by completing **SECTION 1** of this form.

Refer to **Acceptance of the agreement** on page 8.

### **SECTION 2** – The agreement

The terms of the agreement can be set out either in SECTION 2, or in a separate document that is signed by all parties to the agreement.

Refer to **Requirements of an agreement** on page 4.

## Online Services



You can access your Child Support online account through myGov. myGov is a fast and secure way to access a range of government services online with one username and password. You can create a myGov account at **my.gov.au** and link it to your Child Support online account.

## Filling in this form

- **Please use black or blue pen.**
- Print in BLOCK LETTERS.
- Mark boxes like this  with a ✓ or ✗.
- Where you see a box like this  **Go to 5** skip to the question number shown. You do not need to answer the questions in between.
- Ensure the relevant sections of the form are signed.

## Returning your form

Check that all required questions are answered and that all relevant sections of the form are signed and dated.

Send this form and a copy of all supporting documents:

- **online** – scan this form and all documents. Go to **humanservices.gov.au** and search for 'Submit your Child Support documents online'.
- by fax **1300 309 949** or **+61 362 160 899** for international customers
- by post **Department of Human Services**  
**Child Support**  
**GPO Box 9815**  
**MELBOURNE VIC 3001**  
**AUSTRALIA**

You should keep a copy of this form for your records.

## For more information



For more information, go to **humanservices.gov.au/childsupport** or call us on **131 272**.

**International customers:** Call **+61 131 272** or **+61 3 6216 0864**.

We can translate documents you need for this agreement for free.

To speak to us in other languages, call **131 450**.

**Note:** Call charges may apply.

If you have a hearing or speech impairment, you can contact the **TTY service** on Freecall™ **1800 810 586**. A TTY phone is required to use this service.

---

## Types of agreements

There are two types of child support agreements: limited child support agreements and binding child support agreements.

### **Limited child support agreements**

A limited agreement can only be accepted where you have a child support assessment in place. The annual rate payable under the agreement must be at least the annual rate of child support payable under the child support assessment.

Limited agreements can be ended if:

- all parties agree in writing to end the agreement
- it has been **3 or more years** since you made the agreement
- the notional assessment of child support payable is varied by more than 15 per cent in a way not covered by the agreement (refer to **Notional assessments** on page 7 for further information)
- you make a new limited or binding agreement which includes a provision that terminates the existing agreement, **or**
- there is a court order that sets aside (ends) the agreement.

### **Binding child support agreements**

A binding agreement can only be accepted if it includes a statement that each party has received independent legal advice before entering into the agreement and a certificate under section 80C of the *Child Support (Assessment) Act 1989* is completed and signed by each party's legal practitioner. This **Legal Certificate** form (**CS4137**) is available from [humanservices.gov.au/businessforms](http://humanservices.gov.au/businessforms)

Binding agreements can be ended if:

- the parties enter into another binding agreement which includes a provision to end the existing agreement, **or**
- there is a court order that sets aside (ends) the agreement.

**Note:** A child support agreement that was made before 1 July 2008 is a special type of binding agreement. These agreements can be ended:

- in the same way as other binding agreements (see above), **or**
- if all parties agree in writing to end the agreement.

---

## Effect of terminating events

Some child support agreements (limited or binding) will no longer apply if there is a terminating event that ends a child support assessment. This includes agreements with the following provisions:

- Periodic payments. Refer to **Periodic payments – PART A** on page 5
- Non-periodic payments that reduce the annual rate of child support. Refer to **Non-periodic payments – PART B** on page 5
- Provisions that modify the child support formula assessment. Refer to **Modifying the child support formula assessment – PART D** on page 6.

If a terminating event occurs and a parent later re-applies for a child support assessment, the new child support assessment will be based on the formula and not the agreement. The exception to this is where the terminating event results from an election to end a child support assessment (section 151 of the *Child Support (Assessment) Act 1989*). In these cases if the parent who elected to end the assessment applies for a new child support assessment, the new assessment will be based on the agreement. However, if the agreement was made before 23 May 2018, and the agreement includes a clause that states it will end when there is a child support terminating event, the child support agreement will end.

Information about child support terminating events is available at [humanservices.gov.au/childsupportassessment](http://humanservices.gov.au/childsupportassessment)

---

---

## Effect of care changes

An agreement will end for a child if the person who receives child support in the agreement stops having at least 35 per cent care of the child and the other parent/non-parent carer has at least 35 per cent care of the child (i.e. a child support terminating event has not occurred).

Information about child support terminating events is available at [humanservices.gov.au/childsupportassessment](https://humanservices.gov.au/childsupportassessment)

If the care change is notified to the department within 28 days, the agreement will be suspended for the first 28 days after the care percentage changes, or up to 26 weeks in some cases.

If the care change is notified to the department outside 28 days, the agreement may be suspended for up to 26 weeks. If a 26 week suspension does not apply, the agreement will end from the day the person stopped having at least 35 per cent care of the child.

An agreement may be suspended for up to 26 weeks if:

- the agreement includes a clause for a longer suspension
- all parties to the agreement request a longer suspension, **or**
- we find that there are special circumstances concerning the care change.

A suspension period is provided so that the agreement can re-start for the child if the person regains at least 35 per cent care during the agreement suspension period. If this does not happen, the agreement will end from the day the person stopped having at least 35 per cent care of the child.

An agreement can include a clause that allows the roles of the parents to swap if there is a care change. If the care changes as specified in the agreement, the role swap will apply and the agreement will not end or be suspended. Child support will be payable to the other parent as set out in the agreement.

You can specify what will happen to child support under your agreement if a child's care changes by completing **Part E – Changes in care** on page 20 of **SECTION 2**.

---

## Requirements of an agreement

An agreement must be in writing and signed by all parties. The parties can sign the same child support agreement, or each sign separate identical copies of the child support agreement.

You can write your agreement on **SECTION 2** of this form, or as a separate document. Once an agreement is signed by all parties it cannot be varied. Any changes you have made to the wording prior to the parties signing the agreement must be initialled by all parties.

Refer to **Types of agreements**, above, for information about the specific requirements for limited and binding agreements.

---

## What can be in a child support agreement?

The parties can agree to the amount of child support to be paid and how it will be paid.

**IMPORTANT:** Any amounts in the agreement must be in **Australian dollars**. Due to variations in exchange rates we will not consider foreign currency.

On the following two pages are details of the components that can be included in a child support agreement. A child support agreement must contain **at least one** of these components. The parties may agree to a combination of the components below.

**Note:** If the agreement contains components other than those set out below, the Department of Human Services cannot accept them and will disregard them when administering the agreement.

The Department of Human Services cannot accept an agreement for a child if it provides that a parent/non-parent carer will receive child support for the child when they do not have at least 35 per cent care of them.

### **Periodic payments – PART A**

The parties can agree for a specific amount to be paid to the receiving parent/non-parent carer on a regular basis, for example weekly, fortnightly or monthly. These payments may be paid directly to the receiving parent/non-parent carer or through us.

If you do not write an amount for each child, we will divide the total amount so an equal amount will be received for each child. This allows for flexibility if circumstances change. Consider the example below.

*Example:* Emily and Lewis sign a PART A agreement that Emily will pay a total of \$180 per week for the children, Sean and David. This amount is divided equally so \$90 per week is payable for each child. David turns 18 years of age and child support will stop being paid for him. Emily will pay \$90 per week for Sean.

The parties can also agree for the periodic amount to be adjusted by inflation, to keep pace with the cost of living. An explanation of the different inflation rates that you can choose from is at **question 24** in **SECTION 2** of this form.

### **Non-periodic payments – PART B**

The parties can agree to payments being made to a third party, lump sum payments and/or non-monetary payments. These payments can either reduce the child support assessment (or the amount payable under PART A), or they can be in addition to it.

If the non-periodic payments are to reduce the child support assessment (or amount payable under a PART A agreement) the agreement must state:

- the amount the annual rate is to be reduced by (\$2,000 in example 1 below), **or**
- the percentage the annual rate is to be reduced by (100 per cent in example 2 below).

*Example 1:* Leah and Matthew have an existing child support assessment of \$4,000 per annum. They sign a PART B agreement that Matthew will pay \$2,000 per annum directly to their daughter's school for the payment of school fees. These payments are to reduce the annual child support assessment by \$2,000 per annum for the period of the agreement.

*Example 2:* Rebecca and Chris have an existing child support assessment of \$5,000 per annum. They agree that the transfer of Chris' motor vehicle to Rebecca is to reduce the child support assessment. They have agreed that the motor vehicle is worth \$20,000. They sign a PART B agreement that the child support assessment will be reduced by 100 per cent for the period of the agreement.

If one of the above options is not specified in the agreement, the paying parent will be required to pay the non-periodic payments as well as the child support assessment (or amount payable under a PART A agreement).

**IMPORTANT:** We cannot collect or enforce payments included in PART B.

### **Lump sum binding agreement – PART C**

A lump sum binding agreement is a unique type of **binding child support agreement** where you can agree to a lump sum payment or transfer of property to act as a credit balance to meet the future child support liability. The lump sum amount is credited against 100 per cent of the child support liability each year (unless the agreement specifies a lower percentage). Any remaining lump sum credit is increased by the Consumer Price Index (CPI) on 1 July each year. This will continue until the entire lump sum amount has been credited after which the child support liability becomes payable.

There must be a child support assessment in place before the agreement can be accepted. The lump sum amount must equal or exceed the current annual rate of the child support assessment. These agreements can also only be made with independent legal advice.

*Example:* Sue and Jake have an existing child support assessment of \$5,000 per annum. They agree to Sue transferring \$20,000 to Jake as a lump sum payment of child support. They have agreed that it will be credited at 100 per cent of the assessed annual rate of child support. A \$20,000 credit is recorded and 100 per cent of Sue's annual liability is met from the lump sum. Any remaining lump sum credit is increased by CPI each year. Once the lump sum credit has been fully used, Sue will need to recommence payments under her child support assessment.

**IMPORTANT:** We cannot collect or enforce payments included in PART C.

### ***Modifying the child support formula assessment – PART D***

The parties can agree to modify a component of the formula assessment.

**Note:** If you want to modify the assessment by simply agreeing to a set amount each period, refer to **Periodic payments – PART A**.

You can modify the assessment by agreeing to vary:

- the annual rate of child support payable by a parent, for example by increasing the annual rate payable under the assessment by \$1,000
- a parent's or non-parent carer's cost percentage for a child
- a parent's child support income
- the parents' combined child support income (you also need to specify each parent's income percentage)
- a parent's child support percentage
- a parent's adjusted taxable income
- a parent's relevant dependent child amount or multi-case allowance
- a parent's self-support amount
- the costs of the children (including the removal of the cap).

Information about the child support formula is available at **[humanservices.gov.au/childsupportassessment](http://humanservices.gov.au/childsupportassessment)**

### ***Changes in care – PART E***

The parties can agree what will happen to child support under the agreement if there is a change in care of a child, refer to **Effect of Care Changes** on page 4. This can include an agreement to:

- change the rate of child support
- to swap the roles of receiving parent and paying parent, **or**
- to have a longer agreement suspension period if the receiving parent has less than 35 per cent care of a child.

### ***Ending an existing agreement – PART F***

The parties can agree to either:

- end an existing child support agreement, **or**
- end an existing child support agreement and replace it with a new child support agreement.

**Note:** If your existing child support agreement is a binding child support agreement made on or after 1 July 2008, then an agreement to end the existing agreement must also be a binding child support agreement and made with independent legal advice.

### ***Ending the child support liability – PART G***

This is a unique type of **binding child support agreement** where the parties can agree to end an existing child support liability, for example a child support formula assessment, from a specific date in the future.

There must be an existing child support liability in place. These agreements can also only be made with independent legal advice.

**Note:** An agreement to end the child support liability does not prevent either party from applying for a child support assessment again in the future.

---

## Deciding on the duration of your agreement

You should consider how your circumstances may change in the future when deciding on the duration of your agreement. Agreements can only end on an earlier date in limited circumstances.

You can agree for the child support agreement to end on:

- a specific date for each child or for all children
- for each child as they turn 18 years of age, **or**
- for each child on their last day of secondary school if they will be over 18 years of age.

Refer to **What happens when your agreement is suspended or ends?** on page 8 for information about what happens if your child turns 18 years of age and is still at school.

Refer to **Agreements cannot be varied** below for information about how you can cater for changes of circumstance in your agreement.

---

## Agreements cannot be varied

A child support agreement (limited or binding), cannot be varied once it has been accepted by the Department of Human Services, and can only be terminated in certain circumstances.

You should therefore consider how you want to deal with any future changes in circumstances when you write your agreement. For example, consider if the child support payable under your agreement will change or if your agreement will end if your circumstances change.

Examples of changes include:

- the care of the child(ren) changes from one party to the other, or to a third party
- one of the parties becomes unemployed or is eligible to receive Centrelink payments
- one of the parties' income changes.

### **Change of circumstances**

You may wish to include details in your agreement about what will happen if your circumstances change.

*Example 1:* The parties agree that the amount of child support payable will reduce (as specified) during periods when the paying parent receives an income support payment.

*Example 2:* The parties agree that if a child's care changes so the person(s) who receives child support in the agreement has less than 35 per cent care and the other parent/non-parent carer has at least 35 per cent care, the agreement for the child will be suspended for up to 26 weeks.

*Example 3:* The parties agree that if a child's care changes so the person(s) who receives child support in the agreement has less than 35 per cent care and the paying parent has at least 35 per cent care, child support for the child will be payable to the parent with at least 35 per cent care, at a (specified) rate.

---

## Notional assessments

When a child support agreement (limited or binding) is accepted (other than lump sum binding agreements), a notional assessment will be made to calculate the amount of child support that **would have been payable** if you did not have a child support agreement in place.

A new notional assessment will be made:

- **every 3 years**
- if the child support payable under the agreement changes by more than 15 per cent, **or**
- in the case of a limited agreement, on the request of any party.

### **Agreements and Family Tax Benefit (FTB)**

Once made, the notional assessment will be used when assessing the **FTB Part A** entitlement of the person receiving child support. A parent or non-parent carer must have at least 35 per cent care of a child to be eligible to receive FTB for that child.

---

---

## What happens when your agreement is suspended or ends?

If you had a child support assessment when your agreement was accepted and your agreement is suspended or ends before your child(ren) turn 18 years of age, your child support assessment for the relevant child(ren) will then be based on the child support formula. We will send you a new assessment notice when your agreement is suspended or ends. If you do not receive a child support notice, call us on **131 272**. International customers: Call **+61 131 272** or **+61 3 6216 0864**.

If you want your child support assessment to end when your agreement ends, you will need to clearly state that in your agreement.

If you did not have a child support assessment when your agreement was accepted, no child support will be payable when your agreement is suspended or ends. If your agreement ends and the child(ren) have not turned 18 years of age, you can then apply to have a child support assessment.

### ***If your child turns 18 years of age and is still at school***

You can agree that child support will continue for each child until the last day of the secondary school year if the child turns 18 years of age and is still in full-time secondary education. However, you will still need to apply separately for an extension of your child support.

We will write to you before the child turns 18 years of age to ask if you want to make an application. You must apply in writing after the child turns 17 years of age, but before the child turns 18 years of age.

- If you did not have a child support assessment when we accepted your agreement, each party must sign an application to extend the agreement. The agreement cannot be extended if the agreement specifies that the liability will end when your child turns 18 years of age.
- If there was a child support assessment when we accepted your agreement, the carer entitled to child support can apply to extend their child support assessment. If the agreement does not specify that the liability will end when the child turns 18 years of age, the agreement will continue to apply. Otherwise, child support will continue based on a formula assessment.

**IMPORTANT:** If you receive Family Tax Benefit (FTB) or plan to claim FTB in the future and you do not apply for an extension of child support, it may affect your payments (for example, your FTB payments will reduce to the base rate). For more information call Family Assistance on **136 150**.

---

## Acceptance of the agreement

### ***How to apply to have your agreement accepted***

You can apply to have your agreement accepted by asking us over the phone, in writing, or by completing **SECTION 1** of this form.

After you apply to have your agreement accepted by us, we will contact you to confirm whether it has been accepted. After an agreement is accepted, we will send each of the parties a notice that summarises the agreement.

### ***Start date of your agreement***

If child support is already payable and the application for acceptance of the agreement is not received by the Department of Human Services **within 28 days** of the agreement being signed by all parties (or **within 90 days** if the applicant lives overseas), the assessment will only be varied from the day we receive it.

If child support is not already payable, we will give effect to the agreement from the day we received the application, or the specified start day if this is after the date the application was received.

Your child support will be based on your agreement until the agreement ends (subject to any suspension period).

### ***Collection of periodic payments***

If the receiving parent/non-parent carer has elected for us to collect periodic payments, we will also send you information regarding the collection details.

The receiving parent/non-parent carer can, at any time, ask us to collect periodic payments. If the agreement includes payments that are not periodic payments, the receiving parent/non-parent carer can approach a court to have these payments enforced.

**IMPORTANT:** We cannot collect or enforce payments that are non-periodic (PART B) or a lump sum (PART C).





## SECTION 1 — Application for acceptance of the agreement

**SECTION 1** of this form is used to apply for your agreement to be accepted.

This section should be completed after you have negotiated and signed the agreement.

Alternatively, you can apply over the phone or in writing. Refer to **Acceptance of the agreement** on page 8 for more information on how to apply for your agreement to be accepted.

### Your details

**1** Your name

Mr  Mrs  Miss  Ms  Other

Family name

First given name

Second given name

**2** Your date of birth

**3** Your permanent address

---

---

  
Postcode

**4** Your postal address (if different to above)

---

---

  
Postcode

**5** Your contact details

Home phone number ( )

Mobile phone number

Work phone number ( )

Email

---

  
@ 

**6** Do you have a current child support case?

No  Your Tax File Number (TFN)

We use your tax information to calculate your notional assessment and/or child support assessment. You are not breaking the law if you do not give us your Tax File Number. We will obtain this information from the Australian Taxation Office if you do not provide it.

Yes  Your Child Support Reference Number

## Other party's details

The questions in this section collect the personal details of the other party, or parties to the child support agreement. Refer to **Parties of a Child Support agreement** on page 2 for details of who can be party to a child support agreement.  
Any details that you do not know, please leave blank.

### 7 Other party's name

Mr  Mrs  Miss  Ms  Other

Family name

First given name

Second given name

### 8 Other party's date of birth

### 9 Other party's permanent address

  
-----  
  
-----  
Postcode

### 10 Other party's postal address (if different to above)

  
-----  
  
-----  
Postcode

### 11 Other party's contact details

Home phone number ( )

Mobile phone number

Work phone number ( )

Email

  
-----  
@ 

If more than one other party, attach a separate sheet with their details.

## Payment details

### 12 Are you the person required to pay child support under the agreement?

No  Go to next question

Yes  Go to 14

### 13 Would you like us to collect child support payments on your behalf?

**IMPORTANT:** Refer to **Collection of periodic payments** on page 7.

No  Go to 15

Yes  Give details below

Where you want your payments made

The bank, building society or credit union account must be in your name. A joint account is acceptable.

**Do NOT include** an account used exclusively for funding from the National Disability Insurance Scheme.

Name of bank, building society or credit union

Branch where the account is held

Branch number (BSB)

Account number (this may not be the card number)

Account held in the name(s) of

  
-----

▶ Go to 15

### 14 Would you like us to request that your employer deduct the child support payments from your salary, wage or contract payment?

No  Go to 15

Yes  Give details below

Employer's name

Employer's address

  
-----  
  
-----  
Postcode

Employer's phone number ( )

## Terms of the agreement

**15** The terms of the agreement are:

- Provided in SECTION 2 of this form**, which has been signed by all parties or each party has signed separate identical copies.

**OR**

- Attached to this form** (you can attach your agreement if it has been written in a separate document which has been signed by all parties or each party has signed separate identical copies). You do not need to complete **SECTION 2** of this form.



If you have a binding agreement, you must also attach the legal certificates signed by each party's legal practitioner. The agreement must also include a statement that each party has received independent legal advice about the effect and the advantages and disadvantages of making the agreement before it was signed.

## Obligations

### You must read this

#### **16 Privacy and your personal information**

Your personal information is protected by law (including the *Privacy Act 1988*) and is collected by the Australian Government Department of Human Services for the assessment and administration of payments and services. This information is required to process your application or claim.

Your information may be used by the department, or given to other parties where you have agreed to that, or where it is required or authorised by law (including for the purpose of research or conducting investigations).

You can get more information about the way in which the department will manage your personal information, including our privacy policy, at [humanservices.gov.au/privacy](http://humanservices.gov.au/privacy)

### Statement


#### **17 I declare that:**

- the information I have provided in this form is complete and correct.

#### **I understand that:**

- giving false or misleading information is a serious offence.
- if child support is already payable and the application for acceptance of the agreement is not received by the Australian Government Department of Human Services **within 28 days** of the agreement being signed by all parties (or **within 90 days** if the applicant lives overseas), the assessment will only be varied from the day the Australian Government Department of Human Services receives it.
- if child support is not already payable, the agreement will have effect from the day the Australian Government Department of Human Services receives the application, or the specified start day if this is after the date the application was received.

Your signature



Date

/ /

**This is the end of SECTION 1 – Application for acceptance of the agreement.**

**This page has been left blank intentionally.**

## SECTION 2 — The agreement

Use **SECTION 2** of this form to write the terms of your agreement.

**18** Have the terms of the agreement already been written and signed in another document?

No  **Go to next question**

Yes  **You do not need to complete SECTION 2 – The agreement.** Refer to **Acceptance of the agreement** on page 8 for more information on how to apply for your agreement to be accepted.

**19** This child support agreement is made between

The parent(s) paying child support  
(write full name(s) here)


and

The receiving parent and/or non-parent carer  
(write full name(s) here)


If there are more than two parties to this agreement you can attach multiple Part A, B, C, D, E, F or G pages if required. All parties must sign all additional pages.

### Child(ren)'s details

**20** This agreement includes child support for the following child(ren)

#### Child 1

Family name

First given name

Second given name

Date of birth

#### Child 2

Family name

First given name

Second given name

Date of birth

#### Child 3

Family name

First given name

Second given name

Date of birth

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

## PART A – Periodic payments

Questions 21 to 30 relate to agreements which include periodic payments.

Refer to **Periodic payments – PART A** on page 5 of this form for information about periodic payments and an example.

**21** Does your agreement include periodic payments for a set amount?

No  **Go to PART B on page 16**

Yes  **Go to next question**

**22** Details of your agreement for periodic payments.

We recommend you write an amount for each child – refer to **Periodic payments – PART A** on page 5.

### Child 1

Full name

Agreed payment amount

\$

Agreed payment period: Weekly  Fortnightly  Monthly

### Child 2

Full name

Agreed payment amount

\$

Agreed payment period: Weekly  Fortnightly  Monthly

### Child 3

Full name

Agreed payment amount

\$

Agreed payment period: Weekly  Fortnightly  Monthly

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

**23** Do you want periodic payments adjusted by an inflation rate, to keep pace with the cost of living?

No  **Go to 26**

Yes  **Go to next question**

**24** Which inflation rate do you want us to use?

#### Consumer Price Index (CPI)

The Consumer Price Index (CPI) measures quarterly changes in the price of goods and services which account for a high proportion of expenditure by metropolitan households (e.g. food, transportation, clothing, health). The quarterly figures are produced by the Australian Bureau of Statistics.

#### Capital City CPI or Weighted National Average CPI

Capital City CPI measures price movements over time in each Australian capital city individually. The Weighted National Average CPI is the average change in all capital cities.

**IMPORTANT:** If you select the Australian Consumer Price Index but do not specify which Capital City CPI to use, we will use the Weighted National Average CPI.

#### Other possible inflation rates

You can request the periodic payments to be adjusted by an amount other than a CPI inflation amount.

#### For example:

- the periodic payments are to be increased by \$20 per month, **or**
- the periodic payments are to be increased by 4 per cent each year.

Australian Consumer Price Index (CPI)  Weighted National Average CPI

Capital City CPI (specify which capital city)

Other inflation rate  Specify

**25** When do you want the payments adjusted?

On 1 July each year

Other  Specify

**26** Do you want the agreed periodic payments reduced if the paying parent becomes unemployed?

**IMPORTANT:** If you select 'No' and the paying parent becomes unemployed at any time during the agreement, your agreement cannot be updated to reflect a reduced child support rate.

No  **Go to 29**

Yes  **Go to next question**

**27** When do you want the payments varied?

We will not activate your unemployment clause unless you let us know the paying parent is unemployed or in receipt of an income support payment. You must also notify us when the paying parent commences employment again.

During all periods the paying parent is unemployed

When the paying parent receives an income support payment

28 During these periods should the periodic payments be reduced to the equivalent of the minimum annual rate?

**Minimum annual rate**

You can view the current minimum annual rate in section 2.4.2 of the **Child Support Guide** at [guides.dss.gov.au](http://guides.dss.gov.au). This rate increases each year in line with increases in the Consumer Price Index.

**IMPORTANT:** If you select 'No' you must specify an 'Other amount', otherwise your periodic payments cannot be reduced during periods of unemployment.

No  Specify other amount

\$

Each: Week  Fortnight  Month

Yes  Go to next question

29 What date do you want your PART A agreement to start?

**IMPORTANT:** Refer to **Start date of your agreement** on page 8.

30 What date do you want your PART A agreement to end?

**IMPORTANT:** Refer to **Deciding on the duration of your agreement** on page 6.

On this date for all children

OR

On the following date for each child

**Child 1**

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

**Child 2**

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

**Child 3**

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

► Go to **PART E – Changes in care**

## PART B – Non-periodic payments

Questions 31 to 38 relate to agreements which include non-periodic payments.

Refer to **Non-periodic payments – PART B** on page 5 for more information about non-periodic payments and examples.

**IMPORTANT: The receiving parent/non-parent carer should consider PART B carefully.** We cannot collect or enforce payments included in PART B.

**31** Does your agreement include a non-periodic payment?

No  **Go to PART C on page 18**

Yes  **Go to next question**

**32** Details of your agreement about non-periodic payments


Total value

\$

If you need more space, attach a separate sheet with details.  
All parties must sign all additional pages.

**33** Child(ren) covered under PART B of this agreement

Child 1
Full name <input type="text"/>
Date of birth <input type="text"/>

Child 2
Full name <input type="text"/>
Date of birth <input type="text"/>

Child 3
Full name <input type="text"/>
Date of birth <input type="text"/>

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

**34** Is your agreement for PART A (periodic payments) and PART B (non-periodic payments)?

No  **Go to next question**

Yes  **Go to 36**

**35** Do you want your non-periodic payments to reduce your child support assessment?

Refer to **Non-periodic payments – PART B** on page 5 for information about non-periodic payments reducing the amount payable and examples.

No  **Go to 37**

Yes  Reduce by

\$  per year

OR

%

**Go to 37**



**36** Do you want your non-periodic payments to reduce your amounts payable under PART A of this agreement?

Refer to **Non-periodic payments – PART B** on page 5 for information about non-periodic payments reducing the amount payable and examples.

No  Go to next question

Yes  Reduce by

\$  per year

**OR**

%

**37** What date do you want your PART B agreement to start?

**IMPORTANT:** Refer to **Start date of your agreement** on page 8.

/  /

**38** What date do you want your PART B agreement to end?

**IMPORTANT:** Refer to **Deciding on the duration of your agreement** on page 6.

On this date for all children

/  /

**OR**

On the following date for each child

### Child 1

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

/  /

### Child 2

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

/  /

### Child 3

Full name

When they turn 18 years of age

On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 8)

On the following date for this child

/  /

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

► **Go to PART E – Changes in care**

## PART C – Lump sum binding agreements

Questions 39 to 43 relate to binding agreements which include a lump sum amount that is credited against the child support liability.

To complete PART C your agreement must be a binding agreement and there must already be a child support assessment in force.

Refer to **Lump sum binding agreements – PART C** on page 5 of this form for information about lump sum binding agreements and an example.

**IMPORTANT:** The Department will only start crediting the lump sum amount after we have confirmed it has been paid to the receiving parent/non-parent carer.



You must attach the legal certificates signed by each party's legal practitioner and sign the statement for binding agreements on page 22 declaring that each party has received independent legal advice about the effect and the advantages and disadvantages of making the agreement before it was signed.

**39** Do you want a lump sum amount to be credited against the child support liability?

No  Go to **PART D on page 19**

Yes  Go to next question

**40** Lump sum amount

\$

**41** Details of your agreement about the lump sum amount


If you need more space, attach a separate sheet with details. All parties must sign all additional pages.

**42** Child(ren) covered under PART C of this agreement

Child 1
Full name <input type="text"/>
Date of birth <input type="text"/>

Child 2
Full name <input type="text"/>
Date of birth <input type="text"/>

Child 3
Full name <input type="text"/>
Date of birth <input type="text"/>

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

**43** Rate lump sum is to be credited

100% of the child support liability

**OR**

Lesser percentage (specify)

%

▶ Go to **PART D – Modifying the child support formula assessment**



## PART E – Changes in care

Questions 48 to 53 allow you to specify what will happen to your agreement if there is a change in care of a child. Refer to **Effect of Care Changes** on page 4 of this form for information about what happens to your agreement if care changes.

**IMPORTANT:** If you do not complete PART E, your child support agreement may end if the receiving parent/non-parent carer ceases to have at least 35 per cent care of a child for more than 28 days.

You can agree to change or end the agreed child support if the care percentage of the person(s) who receives child support in the agreement drops below a percentage you nominate.

You can find further information about care percentages at [humanservices.gov.au/carepercentage](http://humanservices.gov.au/carepercentage)

**IMPORTANT:** If the care percentage of the person(s) who receives child support in the agreement drops below 35 per cent and there has not been a terminating event, the agreement for the child will end or may be suspended for 28 days or up to 26 weeks in some circumstances. You may agree to have a 26 week suspension period (see question 53) or agree that child support will be payable under the agreement to the other parent (see question 52).

**48** Do you want your agreement to change or end if the care percentage of the child(ren) changes?

No  **Go to 53**

Yes  **Go to next question**

**49** The agreement is to change or end when the receiving parent/non-parent carer has a care percentage below:

%

**50** When the care percentage is below that specified at **question 49** the parties agree to:

End the agreement for all children of the agreement  **Go to Part F on page 21**

End the agreement for the child(ren) with the reduced care  **Go to Part F on page 21**

Change the agreement (where the care percentage at question 49 is 35 per cent or below)  **Go to 52**

Change the agreement (where the care percentage at question 49 is above 35 per cent)  **Go to next question**

**51** Do you want to change the amount of child support paid to the receiving parent/non-parent carer under the agreement?

**IMPORTANT:** Child support cannot be paid to a person if they have less than 35 per cent care of a child.

No  **Go to 52**

Yes  **Give details**

Please specify how the child support will change. For example, the periodic payments for the affected child(ren) will change to {specify new amount} and the payments for the other child(ren) will stay the same.


If you need more space, attach a separate sheet with details. All parties must sign all additional pages.

**52** If the receiving parent/non-parent carer has a care percentage of a child below that specified at **question 49**, do you want child support for the child to be paid under the agreement to the other parent if they have at least 35 per cent care of the child?

No  **Go to 53**

Yes  **Give details**

For example, you can specify that child support will be paid to the other parent via a periodic payment (see PART A), non-periodic payments (see PART B) or agree to modify the child support formula assessment (see PART D).


If you need more space, attach a separate sheet with details. All parties must sign all additional pages.

**53** If the receiving parent/non-parent carer ceases to have at least 35 per cent of a child and there has not been a terminating event, do you want to suspend the agreement for the child for 26 weeks?

**IMPORTANT:** If you select 'No' the agreement will be suspended for 28 days unless all parties request a longer suspension or there are special circumstances when the care changes. The agreement will end for the child when the suspension period ends.

No


Yes

## PART F – Ending an existing agreement

Questions 54 to 55 relate to agreements which:

- end an existing agreement and replace it with a new agreement, or
- end an existing agreement and do not put a new agreement in place (refer to **What happens when your agreement is suspended or ends?** on page 8).

Refer to **Ending an existing agreement – PART F** on page 6 of this form for information about ending an existing agreement.

 If the existing agreement you are ending is a binding agreement made on or after 1 July 2008, you must attach the legal certificates signed by each party's legal practitioner. You must also sign the statement for binding agreements on page 22 declaring that each party has received independent legal advice about the effect and the advantages and disadvantages of making the agreement before it was signed.

**54** Do you wish to end an existing agreement?

No  **Go to PART G on this page**

Yes  **Go to next question**

**55** What date do you want your existing agreement to end?

Refer to **What happens when your agreement is suspended or ends?** on page 8.

On this date for all children

/ /

**OR**

On the following date for each child

### Child 1

Full name

Date agreement to end

/ /

### Child 2

Full name

Date agreement to end

/ /

### Child 3

Full name

Date agreement to end

/ /


If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

## PART G – Ending the child support liability

Questions 56 to 57 relate to binding agreements where the parties are agreeing to end an existing child support liability.

To complete PART G your agreement must be a binding agreement.

Refer to **Ending the child support liability – Part G** on page 6 of this form for information about ending an existing child support liability.

 You must attach the legal certificates signed by each party's legal practitioner. You must also sign the statement for binding agreements on page 22 declaring that each party has received independent legal advice about the effect and the advantages and disadvantages of making the agreement before it was signed.

**56** Do you wish to end an existing child support liability?

No  **Go to PART H on page 22**

Yes  **Go to next question**

**57** What date do you want your child support liability to end?

**IMPORTANT:** The end date specified must be a future date after the agreement is signed.

On this date for all children

/ /

**OR**

On the following date for each child

### Child 1

Full name

Date agreement to end

/ /

### Child 2

Full name

Date agreement to end

/ /

### Child 3

Full name

Date agreement to end

/ /

If more than three children, attach a separate sheet with details. All parties must sign all additional pages.

## PART H – Signing the agreement

### Obligations

#### You must read this

##### 58 Privacy and your personal information

Your personal information is protected by law (including the *Privacy Act 1988*) and is collected by the Australian Government Department of Human Services for the assessment and administration of payments and services. This information is required to process your application or claim.

Your information may be used by the department, or given to other parties where you have agreed to that, or where it is required or authorised by law (including for the purpose of research or conducting investigations).

You can get more information about the way in which the department will manage your personal information, including our privacy policy, at [humanservices.gov.au/privacy](http://humanservices.gov.au/privacy)

#### Statement

##### 59 For limited agreements only

**IMPORTANT:** If your agreement is a limited agreement **all** parties must sign here. If there are more than two parties, place additional signatures in the blank space below. Alternatively, the parties can sign separate identical copies of the agreement. Refer to **Types of agreements** on page 3 for information on limited agreements.

##### I declare that:

- the information I have provided in this form is complete and correct.

##### I understand that:

- giving false or misleading information is a serious offence.

##### I agree to:

- the terms set out in this agreement.

Signature of the receiving parent or non-parent carer



Date

/ /

Signature of the paying parent



Date

/ /

##### 60 For binding agreements only

**IMPORTANT:** If your agreement is a binding agreement **all** parties must sign here. If there are more than two parties, place additional signatures in the blank space below.

Alternatively, the parties can sign separate identical copies of the agreement.

Refer to **Types of agreements** on page 3 for information on limited agreements.

##### I declare that:

- the information I have provided in this form is complete and correct.
- before I signed this agreement, I was provided with independent legal advice from a legal practitioner as to the following matters:
  - the effect of the agreement on my rights, **and**
  - the advantages and disadvantages to me of making the agreement (at the time that the advice was provided).
- I have attached a certificate from my legal practitioner.

##### I understand that:

- giving false or misleading information is a serious offence.

##### I agree to:

- the terms set out in this agreement.

Signature of the receiving parent or non-parent carer



Date

/ /

Signature of the paying parent



Date

/ /



Attach the legal certificates signed by your legal practitioners.

**This is the end of SECTION 2 – The agreement.**