

When to use this form



Use this form to make and/or apply for a child support agreement to be accepted by Services Australia.

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.

Online account



You can access your Child Support online account through myGov. myGov is a 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 to it.

Important information

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 2 types of agreements:

- **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 (except certain lump sum agreements).

Refer to the notes on page 3 for more 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

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 the following 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 servicesaustralia.gov.au/childsupportjurisdictions or call **131 272**.
International customers: Call **+61 131 272** or **+61 3 6216 0864**. Call charges may apply.
- The parties to the agreement must not be living together in a domestic relationship.
- The child(ren) must be younger than 18, 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:

- it contains a provision that child support be payable to a person with less than 35% care of a child
- 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**. Call charges may apply.

Parties of a child support agreement

A child support agreement can be between:

- the 2 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% 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 2 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.

Filling in this form

You can complete this form on your computer using Adobe Acrobat Reader, or you can print it.

For help on how to fill in this form, go to servicessaustralia.gov.au/formhelp

If you have a printed form:

- Use black or blue pen.
- Print in BLOCK LETTERS.
- Where you see a box like this **Go to 1** skip to the question number shown.

Make sure all relevant sections of the form are signed and dated.

If this form is not signed, is incomplete or missing information, it could result in delays or it may be returned to you.

For more information

Go to servicessaustralia.gov.au/childsupport or call us on 131 272.



Information in your language

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

To speak to us in your language, call **131 272**.



Hearing and speech assistance

If you have a hearing or speech impairment, you can use:

- the National Relay Service **1800 555 660**, or
- our TTY service on **1800 810 586**. You need a TTY phone to use this service.

For more information about help with communication, go to servicessaustralia.gov.au and search 'other support and advice'.

Returning this form

Return this form and a copy of any supporting documents:

- **online**, sign in to your Child Support online account through myGov or the myGov app and upload by selecting Upload documents. Select document type 'Court order or agreement form'.
- by fax to **1300 309 949** or **+61 362 160 899** for international customers
- by post to Services Australia
Child Support
GPO Box 9815
CANBERRA ACT 2610
AUSTRALIA

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

Types of 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% in a way not covered by the agreement (refer to **Notional assessments** on page 7 for more 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 (CS4137)** form is available from servicesaustralia.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.

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

For more information, go to servicesaustralia.gov.au/childsupportassessment

Effect of care changes

An agreement will generally end for a child if the person who receives child support in the agreement stops having at least 35% care of the child and the other parent or non-parent carer has at least 35% care of the child (for example, a child support terminating event has not occurred).

For more information, go to servicesaustralia.gov.au/childsupportassessment

If the care change is notified to the agency 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 agency 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% 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 gets back at least 35% 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% 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 must be initialled by all parties and be made before signing the agreement.

Refer to **Types of agreements** on page 3.

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.

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

The next 2 pages have information about 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.

If the agreement contains components other than those set out below, Services Australia cannot accept them and will disregard them when administering the agreement.

Important: Services Australia **cannot accept an agreement** for a child if it provides that a parent or non-parent carer will receive child support for the child when they do not have at least 35% care of them.

Part A – Periodic payments

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

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 25**.

Part B – Non-periodic payments

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% 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 child'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% for the period of the agreement.

If one of the above options is not specified in the agreement, the paying parent will need 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.

Part C – Lump sum binding agreement

This is a 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% 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% of the assessed annual rate of child support. A \$20,000 credit is recorded and 100% 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 the child support assessment.

Important: We cannot collect or enforce payments included in Part C.

Part D – Modifying the child support formula assessment

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

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

You can change 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).

For more information, go to servicessaustralia.gov.au/childsupportassessment

Part E – Changes in care

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
- swap the roles of receiving parent and paying parent, or
- have a longer agreement suspension period if the receiving parent has less than 35% care of a child.

Part F – Ending an existing agreement

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.

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.

Part G – Ending the child support liability

Parties can have a binding child support agreement where they 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.

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 older than 18.

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** on page 7 for information about how you allow for 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 us 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 want 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% care and the other parent or non-parent carer has at least 35% 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% care and the paying parent has at least 35% care, child support for the child will be payable to the parent with at least 35% 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%, 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% 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**. Call charges may apply.

If you want your child support assessment to end when your agreement ends, you will need to include 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.

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 **136 150** or go to servicesaustralia.gov.au/families

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. An agreement without an application for acceptance will not be registered.

After you apply to have your agreement accepted by us, we will contact you to confirm if 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 Services Australia **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 or non-parent carer has elected for us to collect periodic payments, we will also send you information about the collection details.

The receiving parent or 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 or non-parent carer can ask a court to have these payments enforced.

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.

You can also 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

Family name

First given name

Second given name

2 Your date of birth (DD MM YYYY)

3 Your permanent address

Postcode

4 Your postal address (if different to above)

Postcode

5 Read this before answering the following question.

Providing a mobile phone number or an email address means you may receive SMS or emails from us. To read the terms and conditions, go to servicesaustralia.gov.au/em

Your contact details

Home phone number (including area code)

Mobile phone number

Work phone number (including area code)

Email

6 Do you have a current child support case?

No Your Australian tax file number

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 Customer Reference Number

CSP0CS1666 2606

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. If you do not know these details, leave them blank.

7 Other party's name

Family name

First given name

Second given name

8 Other party's date of birth (DD MM YYYY)

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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 (including area code)

Mobile phone number

Work phone number (including area code)

Email

If you need more space, provide a separate sheet with 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?

Refer to **Collection of periodic payments** on page 5.

No Go to 15

Yes Give details below

Where you want your payments made

The account must be in your name. A joint account is acceptable.

All payments are made through Electronic Funds Transfer (EFT). Payments **cannot** be made via EFT if the nominated account has restrictions on EFT deposits.

Payments cannot be made into an account used exclusively for funding from the National Disability Insurance Scheme.

Name of bank, building society or credit union

Branch number (BSB)

Account number (this may not be your 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 (including area code)

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

Returned with this form (you can provide 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. If you do this, do not complete Section 2 of this form).



If you have a binding agreement, you must also provide 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.

Checklist

16 Which of the following documents are you providing with this form?

Signed legal certificates for all parties	<input type="checkbox"/>
Statement of advice for both parties	<input type="checkbox"/>

Privacy notice

17 You need to read this

Privacy and your personal information

The privacy and security of your personal information is important to us, and is protected by law. We collect this information so we can process and manage your applications and payments, and provide services to you. We only share your information with other parties where you have agreed, or where the law allows or requires it. For more information, go to servicessaustralia.gov.au/privacypolicy

Declaration

18 I declare that:

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

I understand that:

- if child support is already payable and the application for acceptance of the agreement is not received by Services Australia **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 Services Australia receives it
- if child support is not already payable, the agreement will have effect from the day Services Australia receives the application, or the specified start day if this is after the date the application was received
- Services Australia can make relevant enquiries to make sure I receive the correct entitlement
- giving false or misleading information is a serious offence.

Your signature

Date (DD MM YYYY) (you **must** date this declaration)

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

► **Go to Section 2 – 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.

19 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.

20 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 2 parties to this agreement, you can provide multiple Part A, B, C, D, E, F or G pages if required. All parties must sign all additional pages.

Child(ren)'s details

21 This agreement includes child support for the following child(ren).

Child 1

Family name

First given name

Second given name

Date of birth (DD MM YYYY)

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Child 2

Family name

First given name

Second given name

Date of birth (DD MM YYYY)

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Child 3

Family name

First given name

Second given name

Date of birth (DD MM YYYY)

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

Part A – Periodic payments

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

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

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

Yes **Go to next question**

- 23** Details of your agreement for periodic payments.

We recommend you write an amount for each child – refer to **Part A – Periodic payments** 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 you need more space, provide a separate sheet with details. All parties must sign all additional pages.

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

No **Go to 27**

Yes **Go to next question**

- 25** 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, for example, 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.

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% each year.

Australian Consumer Price Index (CPI) Weighted National Average CPI

Capital City CPI (specify which capital city)

Other inflation rate Specify

- 26** When do you want the payments adjusted?

On 1 July each year

Other Specify

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

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 30**

Yes **Go to next question**

- 28** 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 tell 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

29 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. This rate increases each year in line with increases in the Consumer Price Index.

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

30 What date do you want your Part A agreement to start?

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

(DD MM YYYY)

31 What date do you want your Part A agreement to end?

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

On this date for all children (DD MM YYYY)

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 (DD MM YYYY)

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 (DD MM YYYY)

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 (DD MM YYYY)

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

► Go to Part E – Changes in care

38 What date do you want your Part B agreement to start?

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

(DD MM YYYY)

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39 What date do you want your Part B agreement to end?

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

On this date for all children (DD MM YYYY)

--	--	--	--	--	--	--	--	--	--

or

On the following date for each child

Child 1

Full name

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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 (DD MM YYYY)

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Child 2

Full name

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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 (DD MM YYYY)

--	--	--	--	--	--	--	--	--	--

Child 3

Full name

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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 (DD MM YYYY)

--	--	--	--	--	--	--	--	--	--

If you need more space, provide 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

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

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

We will only start crediting the lump sum amount after we have confirmed it has been paid to the receiving parent or non-parent carer.



You must provide 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.

40 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**

41 Lump sum amount

\$

42 Details of your agreement about the lump sum amount

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

43 Child(ren) covered under Part C of this agreement

Child 1

Full name

Date of birth (DD MM YYYY)

--	--	--

Child 2

Full name

Date of birth (DD MM YYYY)

--	--	--

Child 3

Full name

Date of birth (DD MM YYYY)

--	--	--

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

44 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 49 to 54 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.

If you do not complete Part E, your child support agreement may end if the receiving parent or non-parent carer ceases to have at least 35% 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 more information about care percentages at servicessaustralia.gov.au/carepercentage

If the care percentage of the person(s) who receives child support in the agreement drops below 35% 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 54) or agree that child support will be payable under the agreement to the other parent (see question 53).

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

No **Go to 54**

Yes **Go to next question**

50 The agreement is to change or end when the parent or non-parent carer has a care percentage below:

%

51 When the care percentage is below that specified at **question 50** 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 50 is 35% or below) **Go to 53**

Change the agreement (where the care percentage at question 50 is above 35%) **Go to next question**

52 Do you want to change the amount of child support paid to the receiving parent or non-parent carer under the agreement?

Child support cannot be paid to a person if they have less than 35% care of a child.

No **Go to 53**

Yes **Give details**

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, provide a separate sheet with details. All parties must sign all additional pages.

53 If the receiving parent or non-parent carer has a care percentage of a child below that specified at **question 50**, do you want child support for the child to be paid under the agreement to the other parent if they have at least 35% care of the child?

No **Go to 54**

Yes **Give details**

For example, you can specify that child support will be paid to the other parent through 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, provide a separate sheet with details. All parties must sign all additional pages.

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

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 55 to 56 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 **Part F – Ending an existing agreement** on page 6 of this form for information about ending an existing agreement.

55 Do you want to end an existing agreement?

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

Yes

 If the existing agreement you are ending is a binding agreement made **on or after 1 July 2008**, you must provide 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.

▶ *Go to next question*

56 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 (DD MM YYYY)

--	--	--	--	--	--	--	--

or

On the following date for each child

Child 1

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

Child 2

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

Child 3

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

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

Part G – Ending the child support liability

Questions 57 to 58 relate to binding agreements where the parties are agreeing to end a child support case, whether there is already an existing agreement or otherwise.


To complete Part G, your agreement must be a binding agreement.

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

57 Do you want to end an existing child support liability?

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

Yes

 You must provide 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.

▶ *Go to next question*

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

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

On this date for all children (DD MM YYYY)

--	--	--	--	--	--	--	--

or

On the following date for each child

Child 1

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

Child 2

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

Child 3

Full name

Date agreement to end (DD MM YYYY)

--	--	--	--	--	--	--	--

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

Part H – Signing the agreement

Checklist

59 Are you providing the following document with this form?

Signed legal certificates for all parties

Privacy notice

60 You need to read this

Privacy and your personal information

The privacy and security of your personal information is important to us, and is protected by law. We collect this information so we can process and manage your applications and payments, and provide services to you. We only share your information with other parties where you have agreed, or where the law allows or requires it. For more information, go to servicesaustralia.gov.au/privacypolicy

Declaration

61 For limited agreements only

If your agreement is a limited agreement **all** parties must sign here. If there are more than 2 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:

- Child Support can make relevant enquiries to make sure I receive the correct entitlement
- 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 (DD MM YYYY) (you **must** date this declaration)

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Signature of the paying parent



Date (DD MM YYYY) (you **must** date this declaration)

--	--	--	--	--	--

62 For binding agreements only

If your agreement is a binding agreement **all** parties must sign here. If there are more than 2 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 binding agreements.

I declare that:

- 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 provided a certificate from my legal practitioner
- the information I have provided in this form is complete and correct.

I understand that:

- Child Support can make relevant enquiries to make sure I receive the correct entitlement
- 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 (DD MM YYYY) (you **must** date this declaration)

--	--	--	--	--	--

Signature of the paying parent



Date (DD MM YYYY) (you **must** date this declaration)

--	--	--	--	--	--



Provide the legal certificates signed by your legal practitioners.

This is the end of Section 2 – The agreement.