

SERVICE ARRANGEMENT IN RESPECT OF THE
AUSTRALIA-NEW ZEALAND AGREEMENT ON CHILD AND SPOUSAL MAINTENANCE

Schedule of Services 2024

SERVICE ARRANGEMENT IN RESPECT OF THE AUSTRALIA-NEW ZEALAND AGREEMENT

Schedule of Services

SCHEDULE OF SERVICE

Summary (only includes sections of the Service Arrangement which are relevant to the Schedule of Services)

Section 1 Definitions

Section 3 Exchanges of Information between Central Authorities

Section 4 Requests for payer location (Pre-Transmittal/Customer Location) and the Provision of Information

Section 5 Requests for Recognition and Enforcement (Transmittal)

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Summary

This Schedule of Services (the Schedule) supports the *Service Arrangement in Respect of the Australia-New Zealand Agreement on Child and Spousal Maintenance* (the Service Arrangement). Sections in the Schedule correspond to those of the Service Arrangement. Not all Sections of the Service Arrangement require or allow for further detail in the Schedule of Services – Sections 2, 6, 9, 11 and 14 are therefore not included.

The Schedule may be amended or supplemented to reflect the operational management of the Service Arrangement and the *Agreement between the Government of Australia and the Government of New Zealand on Child and Spousal Maintenance* (Agreement), in line with Section 14 of the Service Arrangement. The Schedule will be reviewed each year at a meeting of representatives from each Central Authority. The signed and amended version of the Schedule will supersede the previous year's version. Interim amendments may be made by mutual consent.

Any time limits or restrictions on numbers of requests to be sent under this Schedule can be varied on an ad-hoc basis by mutual decision between the participants (documented in writing) when this is necessary or convenient to support effective management of cases under the Agreement.

Nothing in this Schedule should be taken to impose an obligation on the participants to obtain and provide information that is NOT:

- necessary or convenient for the operation of the Agreement or the laws of the participating jurisdictions relating to maintenance
- obtainable under applicable domestic laws or in the normal course of administration of the administrative or judicial authorities of the participating jurisdictions.

A record of amendments and updates will be kept with each version of the Schedule.

Version 1	August 2012	Signed Australia 29 August 2012 Kym Bonner NM Specialised Assessments, DHS Signed New Zealand 28 September 2012, Richard Philp, Collections Manager, NZIRD
Schedule – Agreement 1 - Amended	October 2014	Review
Schedule – Agreement 2 - Amended	June 2015	Review
Version 2	June 2015	Signed Australia 9 June 2015 Dennis Mahony NM Family and Child Support Policy, DHS Signed New Zealand 29 June 2015 Stuart Duff Collections Manager Operations NZIRD
Schedule – Agreement 3	December 2017	Review
Version 3	May 2018	Signed 29 May 2018 Mitchell Cole NM Family and Child Support Policy, DHS Signed 29 May 2018

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		James Grayson Customer Segment Lead NZIR
Schedule – Agreement 4		Review
Version 4	October 2019	Signed 14 October 2019 Cathy Toze NM Family and Child Support Policy, DHS Sue Gillies Customer Segment Lead NZIR
Version 5	November 2022	Signed 1 November 2022 Caroline Manning NM Child Support Program, SA Sue Gillies Customer Segment Lead NZIR
Schedule – Agreement 6	October 2023	Review

Section 1

Definitions

Unless specified below, terms used in Schedule have the same respective meanings as in the Service Arrangement.

In the Schedule:

Article 5 notification means a notification that a payee is habitually resident in a state.

Article 7 notification means a notification that a state has started a child support assessment relating to a payee, payer and child who have an existing child support assessment in the other state.

Amended certificate refers to the re-transmittal of an amendment or variation of an existing decision.

Article 5.2 request means a request for notification as to whether a payee is habitually resident in the receiving state.

BAU means a case that has been transmitted for recognition and enforcement pursuant to 5.1.1 of this Schedule.

CSRN means the child support reference number assigned to a customer by Services Australia.

Customer Location Procedure means the process used by the receiving or transmitting authority to locate a person and/or provide information that could assist with the location of the person. Also known as pre-transmittal (Australia) and trace (New Zealand).

Day means working day.

Habitual Resident means a person who is residing or living in the country for a settled period, and does not include a person present in the country as a tourist or in transit.

High Priority Customer Location Request means an urgent request for customer location and other pre-transmittal/trace information. See urgent request for definition of urgent.

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IRD Number means the New Zealand Inland Revenue tax file number.

New Information means information that has not been previously provided to the receiving authority, and that may assist with customer location and/or with identifying a collection opportunity in relation to a transmitted case.

NZ Funded means a case that has been transmitted for recognition and enforcement pursuant to 5.1.2 of this Schedule.

NZIR means New Zealand Inland Revenue Department

Payee/Receiving Carer means:

- a “Payee” under Section 2 of the New Zealand *Child Support Act 1991*; or
- a “Payee” under Section 4 of the Australian *Child Support (Registration and Collection) Act 1988* or a “carer entitled to child support” under Section 4 of the Australian *Child Support (Assessment) Act 1989*.

Payer/Liable Parent means:

- a “liable person” under Section 2 of the New Zealand *Child Support Act 1991*; or
- a “payer” under Section 4 of the Australian *Child Support (Registration and Collection) Act 1988*.

Services Australia formerly the Department of Human Services (DHS).

Urgent Request means a request made to enable a Central Authority to manage issues that have serious personal consequences for the customer, involve key stakeholder requests (for example Ministerial or Ombudsman enquiries) or require action to avoid harm to the authority.

Section 3

Exchanges of Information between Central Authorities

This section details how information is exchanged between the Central Authorities and includes the frequency and content of the exchanges. The requirements for each type of exchange are listed in the Appendices to this document.

3.1 Information Exchange

Information exchange will:

- 3.1.1 occur electronically
- 3.1.2 be in a jointly determined format and all information contained in a request will be returned in the same format as it was received
- 3.1.3 always include an IRD number and/or CSRN
- 3.1.4 adhere to the Schedule of Events (Section 12) with the exception of urgent requests.

3.2 Daily Exchange

The daily exchange will consist of:

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- 3.2.1 high priority customer location requests, maximum of 5 requests (Appendix A)
- 3.2.2 article 5 notifications and article 7 notifications (Appendix B)
- 3.2.3 article 5.2 habitual residency requests (Appendix C)
- 3.2.4 miscellaneous requests (Appendix D)
- 3.2.5 ad-hoc email requests to support daily and weekly exchanges.

The daily exchange will be:

- 3.2.6 sent by the close of business each day, unless otherwise determined
- 3.2.7 returned within 2 business days from the date of data being uploaded.

3.3 Phone Exchange

A phone exchange will:

- 3.3.1 be used to clarify any issues with the daily or weekly exchanges and deal with any miscellaneous issues
- 3.3.2 occur when mutually arranged.

3.4 Weekly Exchange

The weekly exchange consists of receiving and sending information about the management of cases and will include:

- 3.4.1 income requests (Appendix E)
- 3.4.2 determinations of probable residency (pre-transmittal/trace) (Section 4 and Appendix L)
- 3.4.3 requests for recognition and enforcement (section 5 – Appendix M)
- 3.4.4 general withdrawals (section 7 and Appendix F)
- 3.4.5 amended certificates (Appendix G)
- 3.4.6 case returns (Appendices N, O, P)
- 3.4.7 enforcement updates (Appendix H)
- 3.4.8 amended certificate requests (Appendix I)
- 3.4.9 general withdrawal requests (see Appendix J)
- 3.4.10 potential returns – requests for new information (Appendix K).

The weekly exchange will be:

- sent by close of business each Thursday unless otherwise determined.
- returned to the transmitting authority within the following time frames:
 - income requests within 5 working days
 - all other items within 15 working days.

3.5 Annual Exchange

The annual exchange of information will consist of:

- 3.5.1 NZIR Bulk Income Requests to Services Australia for paying parents in Australia with a New Zealand assessment in preparation for New Zealand Bulk Annual Assessment (BAA). Incomes provided to NZIR by the end of November.
- 3.5.2 the NZIR BAA (sent to Services Australia from March to early May) comprising New Zealand assessments for the New Zealand financial year.

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- 3.5.3 Australian Bulk Income Requests to NZIR, required for paying parents in New Zealand with an Australian assessment which require updated New Zealand taxable incomes. Incomes provided to Services Australia by mid-August.

The completion of work associated with the annual exchange will be negotiated by the Central Authorities to ensure appropriate timeframes are allocated.

3.6 Urgent Requests

An urgent request may be made at team leader level, and will be treated with the highest priority by the receiving authority.

Section 4

Requests for payer location (Pre-Transmittal/Customer Location) and the Provision of Information

This section outlines the processes and timelines relating to requests for payer location and other information prior to a request for recognition and enforcement (pre-transmittal/customer location requests). The minimum requirements for exchange are listed at Appendix L.

4.1 Process

- 4.1.1 Up to 70 pre-transmittal/customer location requests can be sent by each Central Authority each week.
- 4.1.2 A response to a pre-transmittal/customer location request will be provided within 15 days.
- 4.1.3 For the purpose of a response to a pre-transmittal/customer location request, a customer will be considered habitually resident in a country as per the definition in Section 1.

Section 5

Request for Recognition and Enforcement (Transmittal)

This section outlines the number and frequency of cases to be transmitted for recognition and enforcement, and the detail to be provided by Central Authorities to support case registration and liability amendment. The minimum requirements for exchange are listed at Appendix M.

5.1 Process

- 5.1.1 A maximum of ^{s47E(d)}s33 cases per week can be transmitted for recognition and enforcement by each Central Authority.
- 5.1.2 Additional cases may be transmitted under any Fee for Service Arrangement described in section 10.

5.2 Time Limit on Transmitting

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- 5.2.1 The transmitting authority may only transmit a case for recognition and enforcement within 6 months of receiving a response to a pre-transmittal/customer location request for that case (as per the process described in Section 4).

5.3 Timeframe for Registration

- 5.3.1. The timeframe to register a transmitted case will be in accordance with each Central Authority's internal processes.

5.4 Amended Certificates

- 5.4.1 When the transmitting authority becomes aware of a change to the previously transmitted liability, it will provide an amended certificate to the receiving authority. The information to be provided is contained in Appendix G.
- 5.4.2 On receipt of an amended certificate from the transmitting authority, the receiving authority will make appropriate amendment to the registered liability.
- 5.4.3 The receiving authority may request an amended certificate from the transmitting authority if the receiving authority becomes aware that there has been or may have been a change to the liability. The information to be provided in a request for an amended certificate is contained in Appendix I.

Section 7**Case Returns and Withdrawals**

This section outlines the conditions and procedures for case returns and withdrawals.

Nothing in this section prevents a returned case from being re-transmitted by the transmitting authority to the receiving authority if new information that supports a collection outcome becomes available.

7.1 General Withdrawal

- 7.1.1 Each transmitting authority may send a general withdrawal in relation to a case that has been recognised and enforced by the receiving authority at any time (see Appendix F for requirements).
- 7.1.2 On receipt of a general withdrawal in relation to a case, the receiving authority will remove the liability relating to that case from its register and the case will no longer be enforced by the receiving state.
- 7.1.3 On receiving a general withdrawal, the receiving authority will deregister the case within 20 days, and there is no requirement to confirm this has been actioned.

7.2 Withdrawal of Ended Cases

- 7.2.1 Where a receiving authority has collected all registered amounts on a case, a general withdrawal request will be sent to the transmitting authority (see Appendix J for requirements).
- 7.2.2 On receipt of a general withdrawal request the transmitting authority will, within 1 month of receiving the request, provide either a general withdrawal (see Appendix F) or an amended certificate containing updated liability details (see Appendix G).

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- 7.2.3 To ensure ended cases are withdrawn when required, Services Australia/NZIR may provide a list of cases that have closed and have no outstanding debt.

7.3 Case Returns

- 7.3.1 A receiving authority may return a registered case to the transmitting authority if the case falls into 1 of the categories described in sections 7.4, 7.5 and 7.6.
- 7.3.2 When a case is returned, the receiving authority will remove the liability relating to that case from its register and the case will no longer be recognised or enforced by the receiving state.

7.4 Return No Longer Habitually Resident

- 7.4.1 If a payer or liable parent ceases to be resident in the receiving state as per the definition in Section 1, the case will be returned to the transmitting authority (Appendix N).

7.5 Return Customer Deceased

- 7.5.1 If a payer or liable parent has died, after completion of all appropriate investigations and collection options by the receiving authority, the case will be returned to the transmitting authority (Appendix O).

7.6 Return Non-Collectable

- 7.6.1 If a registered case is determined by the receiving authority to be non-collectable, that case can be returned to the transmitting authority (Appendix P).
- 7.6.2 In determining whether a registered case is non-collectable, the receiving authority will undertake all appropriate searches to confirm that a collection outcome cannot be achieved.
- 7.6.3 In considering the return of a case the receiving authority will take into account the likelihood that the next tax period may present new information that may lead to a collection outcome.
- 7.6.4 Where the receiving authority has been unable to collect any money owing in relation to a registered liability for at least 12 months and has investigated all possible actions, that case may be determined to be non-collectable.
- 7.6.5 Prior to making a determination that a case is non-collectable, the receiving authority will ask the transmitting authority to provide any new information (Appendix K). On receipt of such a request the transmitting authority will, within 15 days of receiving the request, confirm whether new information is available and provide any new information to the receiving authority.
- 7.6.6 If no new information is received or if the information does not assist to identify further collection options, the receiving authority will return the case as non-collectable within 3 calendar months.

Section 8**Payment Processing**

This section outlines the process for transferring collected monies between Central Authorities.

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8.1 Process

- 8.1.1 The authority will collate the previous month's collections and forward to the transmitting country as outlined in Appendix Q.
- 8.1.2 Format and information exchanged are contained in Appendix Q.

Section 10**Reimbursement of Costs for Services**

This section outlines the Fee for Services Arrangement for carrying out additional services under the Agreement and the Service Arrangement that was in place up to 30 September 2024. The Central Authorities may agree in writing to implement new Fee for Services Arrangements for carrying out such additional services.

10.1 Fee for Service Arrangement in place up to 30 September 2024

- 10.1.1 The Fee for Services Arrangement involved a cost per case of ^{s47E(d), s33} per year. Services Australia was required to provide 6 months' notice in writing to NZIR of intended changes to the cost per case. Changes to the cost per case could be negotiated between both participants.
- 10.1.2 Up to ^{s47E(d), s33} New Zealand cases were managed by Services Australia under this Fee for Service Arrangement.
- 10.1.3 Services Australia invoiced NZIR for cases managed under this Fee for Service Arrangement on a quarterly basis in arrears. The number of cases invoiced was the average number of cases under management by Services Australia over the relevant quarter.
- 10.1.4 The invoice was to be received by NZIR by the 20th day of the month following the end of the relevant quarter, and was to be paid on the 20th day of the month following receipt of invoice, e.g. the invoice for the January to March quarter was to be received by 20 April and paid by 20 May.
- 10.1.5 Payments were to be made in Australian dollars.
- 10.1.6 For the purpose of this Fee for Service Arrangement, the year began on 1 July and finished on 30 June.
- 10.1.7 Either participant was able to give 6 months' notice in writing of intent to change, initiate or withdraw from this Fee for Service Arrangement. Changes were negotiated between participants when required.

Section 12**Schedule of Events**

The Schedule of Events outlines the timing of events throughout the year. This document is to be reviewed and updated as required and negotiated between the participants.

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Section 13

Performance Reporting

Performance reporting ensures that both Central Authorities can track the stock and flow of cases and monitor and manage performance against their own performance indicators.

- 13.1 National level reporting will be shared regularly.
- 13.2 Stock and flow reports will be exchanged and discussed quarterly and will provide information specific to both caseload exchanged as part of business as usual and caseload exchange under any Fee for Service Arrangement.
- 13.3 Reporting will include:
 - Case flow
 - Registration and transmittals
 - Amended Assessments
 - Withdrawals / Returns
 - Customer Location / Pre-transmittal
 - Requests.

Section 15

Comply with Laws and Regulations

To ensure that Central Authorities can track any identified system security weaknesses and any remedial actions that were identified during security assessments, security reports will be reviewed annually that document:

- 15.1 The security risks associated with the Service
- 15.2 The effectiveness of the implemented security controls
- 15.3 Any recommended remedial actions.

The security reports should align to guidance in the relevant Information Security Manual:

- Australian Cyber Security Centre (ACSC) Information Security Manual (ISM) – Security assessment report
- New Zealand Information Security Manual – Report of Compliance (Certification and Accreditation Report)

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Appendices**APPENDIX A****HIGH PRIORITY CUSTOMER LOCATION REQUESTS – Section 3.2.1**

The minimum information to be included with the request by the transmitting authority is:

- Customer's surname, first name and other given name(s)
- Customer's date of birth
- Customer's CSRN and/or IRD number
- Customer's last known address
- Specific years of income required
- Reason for priority.

In response the receiving authority will provide:

- Probable residency – Yes or No
- Details of any existing child support cases for the customer (where available)
- Details of any relevant domestic cases relating to the customer (where available)
- Confirmation of address or new address details for the customer
- Last known phone number for the customer
- Income details as requested (where available)
- Any other information to assist with accuracy or location.

APPENDIX B**ARTICLE 5 NOTIFICATIONS & ARTICLE 7 NOTIFICATIONS – Section 3.2.2**

The minimum information to be included with the notification by the transmitting authority is:

- Payee/receiving carer's surname, first name and other given name(s)
- Payee/receiving carer's date of birth
- Payee/receiving carer's last known address
- Payee/receiving carer's CSRN/IRD number
- Payer/liable parent's surname, first name and other given name(s)
- Payer/liable parent's date of birth
- Payer/liable parent's CSRN/IRD number
- If the notification is under Article 7, names and dates of birth of children in relevant cases
- If the notification is under Article 7, start date of relevant cases.

In response the receiving authority will provide:

- Confirmation that any relevant cases have been ended according to the relevant Article, or reason for not ending any relevant cases
- Any other comments if appropriate.

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APPENDIX C**ARTICLE 5.2 HABITUAL RESIDENCY REQUESTS – Section 3.2.3**

The minimum information to be included with the request by the transmitting authority is:

- Payee/Receiving carer's surname, first name and other given name(s)
- Payee/Receiving carer's date of birth
- Payee/Receiving carer's CSRN/IRD number.

In response the receiving authority will provide:

- Confirmation of customer habitual residency – Yes or No
- Number of child support cases for the customer (where available)
- Children's names and the start and end dates of any child support liability for each child (where available)
- Payee/Receiving carer's last known address
- Payee/Receiving carer's last known phone number
- Payee/Receiving carer's CSRN/IRD number.

APPENDIX D**MISCELLANEOUS REQUESTS – Section 3.2.4**

The minimum information to be included with the request by the transmitting authority is:

- Customer's surname, first name and other given name(s)
- Customer's date of birth
- CSRN/IRD number
- Details of request

In response the receiving authority will provide:

- Response to enquiry or other information to support ongoing case management.

APPENDIX E**INCOME REQUESTS – Section 3.4.1**

A request for income will include:

- Customer's surname, first name and other given name(s)
- Customer's IRD number or date of birth
- Customer's CSRN number
- Specific years of income requested.

In response the receiving authority will provide:

- Relevant income details.

NZIR will also provide:

- Details of any government benefits received by the customer
- If the customer is on benefits, the date of commencement.

Services Australia will also provide:

- If the customer is on benefits, the date of commencement.

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APPENDIX F**GENERAL WITHDRAWALS – Sections 3.4.4 and 7**

The minimum information to be included with the withdrawal by the transmitting authority is:

Payer
 Liable parent's surname, first name and other given name(s)
 Payer/Liable parent's date of birth
 Payer/Liable parent's CSRN/IRD number
 Payee/Receiving carer's surname, first name and given name (s)
 Payee/Receiving carer's date of birth
 Whether the case is NZ Funded or a BAU Case
 Start and end date of liability for all children
 Reason for withdrawal.

APPENDIX G**AMENDED CERTIFICATES – Sections 3.4.5 and 5.4**

The minimum information to be included in an amended certificate by the transmitting authority is:

Payer/Liable parent's surname, first name and other given name(s)
 Payer/Liable parent's date of birth
 Payer/Liable parent's CSRN/IRD number
 Exchange rate
 Exchange rate date
 Monthly ongoing amount
 Arrears amount
 Late payment penalty amount
 Reason for amendment.

The following information will also be provided where necessary:

Payee/receiving carer's surname, first name and given name (s)
 Payee/receiving carer's date of birth
 Relevant children(s) first name, given name(s) and surnames, date of birth and their start and end date of liability.

APPENDIX H**ENFORCEMENT UPDATES – Section 3.4.7**

The minimum information to be included by the transmitting authority with the enforcement update request is:

Payer/liable parent's surname, first name and other given name(s)
 Payer/liable parent's date of birth
 Date transmitted
 CSRN/IRD
 Details of request.

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In response the receiving authority will provide:

- An update on collection action that is being undertaken
- Request for any further information required to support ongoing case management (including an amended certificate or a withdrawal)
- Specification if information provided is new
- Any new information from the payee/receiving carer or other parties to assist with collection.

APPENDIX I**AMENDED CERTIFICATE REQUESTS – Sections 3.4.8 and 5.4.4**

The minimum information to be included by the receiving authority is:

- Payer/liable parent's surname, first name and other given name(s)
- Payer/liable parent's date of birth
- Payer/liable parent's CSRN/IRD number
- Details of reason for amended certificate request.

In response the transmitting authority will provide:

- Confirmation of whether amended certificate will be sent
- Any other information to support ongoing case management.

APPENDIX J**GENERAL WITHDRAWAL REQUEST – Sections 3.4.9 and 7.2.3**

This will generally be for cases where the core debt (assessment + initial late payment penalties) has been paid, or where the paying parent has returned to live in the requesting jurisdiction

The minimum information to be included by the receiving authority is:

- Payer/liable parent's CSRN/IRD
- Payer/liable parent's surname, first name and other given name(s)
- Payer/liable parent's date of birth
- Final payment sent to Services Australia/NZIR
- Date of the payment schedule on which the final payment is likely to appear.

The transmitting authority will provide:

- Confirmation of whether withdrawal or amended certificate will be sent and when
- Any other information to support ongoing case management.

APPENDIX K**POTENTIAL RETURNS – REQUEST FOR NEW INFORMATION – Sections 3.4.10 and 7.6.5**

The minimum information to be included by the receiving authority with the request is:

- Payer/liable parent's CSRN/IRD
- Payer/liable parent's surname, first name and other given name(s)
- Payer/liable parent's date of birth
- Reason for potential return, e.g. non-collectable

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Payer/liable parent's last known address

Payer/liable parent's last known phone number.

In response the transmitting authority will provide:

New or alternative address for payer/liable parent if available

New or alternative phone number for payer/liable parent if available

Any new information that may assist with the collection of outstanding maintenance.

APPENDIX L

PRE-TRANSMITTAL/CUSTOMER LOCATION REQUESTS – Section 4

The minimum information to be included by the transmitting authority with the request is:

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's date of birth

Payer/liable parent's CSRN/IRD number

Payer/liable parent's last known address

Specific years of income requested for payer/liable parent

Payee/Receiving carer's surname, first name and other given name(s)

Payee/Receiving carer's date of birth

Payee/Receiving carer's CSRN/IRD number (if known)

Specific years of income requested for payee/receiving carer if required.

When available the transmitting authority will also provide:

Any alias used by the payer/liable parent when applicable (to be found in additional comments)

Additional information to assist in location and collection when available.

In response the receiving authority will provide the following information to the transmitting authority:

Determination of probable residency (yes/no)

Payer/liable parent's address details (when found)

Payer/liable parent's contact telephone number (when found)

Payer/liable parent's IRD number/CSRN

All requested income details

Details of other cases where the payer/liable parent has a liability

Details of any children for whom the payer/liable parent is a payee.

NZIR will also provide:

Benefit details including the date of commencement (when available)

Income type being provided

Specific years of income for other parties if requested.

Services Australia will also provide:

Dates the payer/liable parent entered and departed Australia

Centrelink benefit information

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Employment declaration information (when available)

Specific years of income for other parties relevant to the case i.e. payee/receiving carer if requested.

APPENDIX M**REQUEST FOR RECOGNITION AND ENFORCEMENT – Section 5**

The minimum information to be included in a transmittal by the transmitting authority is:

Date of transmittal

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's date of birth

Payer/liable parent's IRD number/CSRN

Applicable currency exchange rate

- For Services Australia: as per regulation 38 *Child Support (Registration and Collection) Regulations 2018*
- For NZIR the exchange rate on day of transmittal

Total arrears amount in both currencies (including penalties)

Assessment debt amount (debt less penalties)

NZIR initial late payment penalties only (exclude NZ incremental penalties)

Monthly liability in both currencies

Payee/receiving carer's surname, first name and other given name(s)

Payee/receiving carer's date of birth

Surname, first name and any given names of each child of the case

Date of birth for each child in the case

Start and end date of liability

- for each child in the case, or
- for spousal maintenance.

The receiving authority will provide;

Confirmation that the registration has been processed (see 3.4 weekly exchange)

Additional information to assist with location and collection activities where available.

APPENDIX N**CASE RETURNS CUSTOMER NO LONGER RESIDENT – Section 7.4**

The minimum information to be included by the receiving authority is:

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's date of birth

Payer/liable parent's CSRN/IRD number

Date referred to Services Australia/NZIR

Amount and details of maintenance debt discharged

Payer/liable parent's date of departure

Country payer/liable parent departed to (if known)

Payer/liable parent's last known address

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Payer/liable parent's last known phone number/email

Date of residency decision.

The transmitting authority will:

Provide acknowledgement of the case being returned due to the customer no longer being a resident of the receiving state.

APPENDIX O**CASE RETURNS CUSTOMER DECEASED – Section 7.5**

The minimum information to be included by the receiving authority is:

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's date of birth

Payer/liable parent's CSRN and IRD number

Date referred to Services Australia/NZIR

Date withdrawn

Confirmation there is no estate to collect from

Amount and details of maintenance debt discharged

Date of death

Proof of Death document .

The transmitting authority will:

Provide acknowledgement of the case being returned due to the death of the customer.

APPENDIX P**CASE RETURNS NON COLLECTABLE – Section 7.6**

The minimum information to be included by the receiving authority is:

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's date of birth

Payer/liable parent's CSRN and IRD number

Date referred to Services Australia/NZIR

Amount and details of maintenance debt discharged

Potential non-collectable response date

Confirmation that non pursuit of debt actioned by Services Australia.

The transmitting authority will:

Provide acknowledgement of the case being returned due to the case being non-collectable.

APPENDIX Q**PAYMENT PROCESSING – Section 8**

Services Australia to provide:

Payment Schedule

The schedule will be forwarded by the 15th of each month

SERVICE ARRANGEMENT IN RESPECT OF THE AUSTRALIA-NEW ZEALAND AGREEMENT

Schedule of Services

Payer/liable parent's surname, first name and other given name(s)

Payer/liable parent's IRD number

Currency exchange rate used

Total Australian dollars converted to total NZ dollars and actual NZ dollars.

Payment Schedule

Funds to be forwarded on the 2nd business day of the month

The schedule to be forwarded on the 6th business day of the month

Payer/liable parent's full name

Payer/liable parent's CSRN/IRD number

New Zealand dollars and currency exchange rate used to 5 decimal places.

Carol Cao

National Manager, Child Support Program
Services Australia

Sue Gillies

Customer Segment Lead Families
New Zealand Inland Revenue

Carol Cao
Carol Cao (Dec 13, 2024 16:50 GMT+11)

Sue Gillies
Sue Gillies (Dec 13, 2024 10:50 GMT+13)

**SERVICE ARRANGEMENT IN RESPECT OF THE AUSTRALIA-NEW ZEALAND
AGREEMENT ON CHILD AND SPOUSAL MAINTENANCE**

The Child Support Registrar of Australia and the Commissioner of Inland Revenue for New Zealand, in accordance with Article 24 of the Agreement, have jointly decided the following:

Section 1

Definitions

1. In applying this Service Arrangement:

- i. **"Agreement"** means the Agreement between the Government of Australia and the Government of New Zealand on Child and Spousal Maintenance, done at Canberra on 12 April 2000.
- ii. **"Arrangement"** means this Service Arrangement, any notifications sent pursuant to the Agreement, and the Schedule of Services.
- iii. **"Central Authority"** for Australia refers to the Child Support Registrar and officers of Services Australia who have been delegated powers or functions of the Registrar under section 15 of the Australian *Child Support (Registration and Collection) Act 1988*. For New Zealand, it refers to the Commissioner of Inland Revenue, delegated and authorised officers of the Inland Revenue Department as defined in the New Zealand *Child Support Act 1991* and the [*Tax Administration Act 1994*](#).
- iv. **"Enforcement"** means all actions to recover monies owing pursuant to a decision falling within the scope of the Agreement.
- v. **"Payee"** can be either a person or Central Authority and is defined as:
 - a. a "payee" under Section 2 of the New Zealand *Child Support Act 1991*; or
 - b. a "payee" under Section 4 of the Australian *Child Support (Registration and Collection) Act 1988* or a "carer entitled to child support" under Section 5 of the Australian *Child Support (Assessment) Act 1989*.
- vi. **"Payer"** is defined as:
 - a. a "liable person" under Section 2 of the New Zealand *Child Support Act 1991*; or
 - b. a "payer" under Section 4 of the Australian *Child Support (Registration and Collection) Act 1988*.
- vii. **"Receiving Authority"** means the Central Authority receiving a request for Payer location or recognition and enforcement.

- viii. **“Schedule of Services”** refers to separate documents that support specific sections of this Arrangement and set out how those sections will be applied operationally.
 - ix. **“Transmitting Authority”** means the Central Authority forwarding a request for determinations of Payer location or recognition and enforcement.
2. A term defined in the Agreement will, when used in this Arrangement, have the same meaning as in the Agreement.
 3. A term defined in the Arrangement will, when used in the Schedule of Services, have the same meaning as in the Arrangement.
 4. This Arrangement embodies the understandings of the Participants and does not create any legally binding rights or obligations.

Section 2

Procedures and Forms

1. The Central Authorities will determine procedures and forms necessary for the effective operation of the Agreement and this Arrangement. These procedures will generally be the documented procedures of the respective Central Authority unless otherwise stated.
2. The extent of services provided will normally be limited to those services undertaken on domestic cases unless required otherwise under the Agreement.

Section 3

Exchanges of Information between Central Authorities

1. The Central Authorities will send information necessary or convenient for the operation of the Agreement and of this Arrangement to and from each other, as the case requires, in accordance with the Schedule of Services.
2. The Central Authorities will include unique identifiers in the information sent between each other.
3. The Central Authorities will mutually determine the operational details concerning requests for:
 - i. Payer location;
 - ii. recognition and enforcement (transmittal) of cases; and
 - iii. details including but not limited to, the format and number of requests to be sent and the intervals of such requests.

4. The Central Authorities will mutually determine the operational details concerning:
 - i. bulk information requests;
 - ii. bulk reassessment requests; and
 - iii. where necessary, the return of cases to the Transmitting Authority.

Section 4

Requests for payer location (Pre-Transmittal/Customer Location) and the provision of information

1. Requests for the location of Payers or for the provision of information will be submitted in accordance with the Schedule of Services.
2. Requests for the determination of residency require the Receiving Authority to firstly determine whether the Payer is located in the territory of the Contracting State they have responsibility for, as required by the Schedule of Services.
3. Requests for the location of Payers and requests for the provision of information require the Receiving Authority, where appropriate, to:
 - i. undertake searches to ascertain information on the whereabouts of the Payer, as required under the Agreement;
 - ii. undertake searches to ascertain information on the income of the Payer, as required under the Agreement; and
 - iii. ascertain other information as mutually determined.

Section 5

Requests for recognition and enforcement (transmittal)

1. The Central Authorities will submit requests for recognition and enforcement using the mutually determined format outlined in the Schedule of Services.
2. Requests for recognition and enforcement require the Receiving Authority to undertake a range of actions, as set out in the Schedule of Services.

Section 6

Recovery of Monies

The respective Central Authority, in accordance with the Agreement, will undertake some or all of the following actions, as appropriate, to recover monies from Payers:

- i. administrative collection actions under either:
 - a. the New Zealand *Child Support Act 1991*; or
 - b. the Australian *Child Support (Registration and Collection) Act 1988*.

Section 7

Case Returns

The Central Authorities will mutually determine procedures to govern the return of cases to the Transmitting Authority. The Schedule of Services will outline these procedures.

Section 8

Payment Processing

The Central Authorities, in accordance with the Agreement, will mutually determine the procedures for disbursement of monies collected, including the format and timing of any disbursements.

Section 9

Exchange rate applied for conversion of a currency used in a decision

Exchange rate means the ratio at which the currencies of Australia and New Zealand are exchanged at a particular time for the purposes of the Agreement and, unless otherwise mutually decided, will be the spot rate. The spot rate is the exchange rate for immediate delivery of the currencies to be exchanged.

Section 10

Reimbursement of Costs for Services (NZ Funded Cases)

The Central Authorities may negotiate fees for carrying out services under the Agreement or this Arrangement and those fees will be recorded by an exchange of letters. Such letters will be deemed to be part of this Arrangement.

Section 11

Administrative Cooperation

1. The Central Authorities will cooperate in achieving the timely processing of requests under the Agreement and in all other operational aspects.
2. The Central Authorities will endeavour to implement any measures deemed necessary and appropriate to improve the operation of the Agreement.
3. The Central Authorities will meet face to face at regular intervals.

4. The Central Authorities will mutually determine the range, terms of reference and participants of meetings.
5. The Central Authorities will take all reasonable steps to publicise and make available to customers information, advice and any forms relating to the operation of the Agreement.

Section 12

Schedule of Events

1. The Central Authorities will mutually determine a schedule of events.
2. The schedule of events will include issues concerning:
 - i. the range of meetings;
 - ii. exchange of information;
 - iii. bulk requests; and
 - iv. other events as mutually determined.

Section 13

Performance Reporting

The Central Authorities will regularly exchange performance reports in accordance with the requirements set out in the Schedule of Services.

Section 14

Review of the Arrangement

1. The Central Authorities will review this Arrangement at least every 5 years.
2. The Central Authorities may amend this Arrangement at any time by jointly signing a new arrangement
3. Any existing Schedule of Services is deemed to be part of this Arrangement.
4. Any new Schedule of Services relating to specific sections of this Arrangement will supersede the existing Schedule of Services from the date of joint signing and is deemed to be part of this Arrangement.

Section 15

Comply with Laws and Regulations

1. When providing services under the Agreement and this Arrangement, each Central Authority will comply with all its obligations under all applicable legislation, including relevant privacy, secrecy and tax confidentiality laws and regulations (including, where applicable, the Australian *Privacy Act 1988*, the New Zealand *Privacy Act 2020* and the New Zealand *Tax Administration Act 1994*).
2. When providing services under the Agreement and this Arrangement, each Central Authority will comply with all its obligations under relevant sections of the applicable Information Security Manual (including, where applicable, the Australian Cyber Security Centre (ACSC) Information Security Manual (ISM) and the New Zealand Information Security Manual).

Section 16

Date of Commencement

1. This Arrangement will come into effect on the day of signing and will operate for the duration of the Agreement unless superseded.
2. This Arrangement supersedes and terminates all other Service Arrangements made pursuant to the Agreement.

s47F(1)

s47F(1)

Rebecca Skinner
Child Support Registrar of Australia

Peter Mersi
Commissioner of Inland Revenue,
New Zealand

Signed in duplicate at Canberra

Signed in duplicate at Wellington

this 29th day of November 2022

this 10th day of October 2022