



## Purpose of this form

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

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

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

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

Read the notes on pages 1 to 7 before completing this form.

## What is a Child Support agreement?

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

There are 2 types of agreements: limited and binding.

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

Refer to the notes on page 3 for further information.

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

## Information about eligibility

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

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

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

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

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

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

## Parties of a Child Support agreement

A child support agreement can be between:

- the 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 per cent care for a child (at least 128 nights over a 12 month period) and is not the child's parent.

## What sections do I need to complete?

This form contains 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 fill in 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 7.

### **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 3.

## Online Services

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

## Filling in this form

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

## Returning your form

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

You can return this form and any supporting documents:

- online – you will need to scan this form and all documents and submit online using a Child Support online message. Go to **my.gov.au** to access your Child Support online account.
- by fax – send us a fax to **1300 309 949** or **+61 362 160 899** for international customers.
- by post – return your documents by sending them to:

**Department of Human Services  
Child Support  
GPO Box 9815  
MELBOURNE VIC 3001  
AUSTRALIA**

## For more information

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

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

If you need a translation of any documents for our business, we can arrange this for you free of charge.

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

**Note:** Call charges apply – calls from mobile phones may be charged at a higher rate.

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

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## Types of agreements

There are 2 types of child support agreements: limited child support agreements and binding child support agreements.

### ***Limited child support agreements***

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

Limited agreements can be ended if:

- all parties agree in writing to end the agreement
- it has been **3 or more years** since you made the agreement
- the notional assessment of child support payable is varied by more than 15 per cent in a way not covered by the agreement (refer to **Notional assessments** on page 6 for further information)
- you make a new limited or binding agreement which includes a provision that terminates the existing agreement, **or**
- there is a court order that sets aside (ends) the agreement.

### ***Binding child support agreements***

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

Binding agreements can be ended if:

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

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

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

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## Effect of terminating events

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

- Periodic payments. Refer to **Periodic payments – PART A** on page 4
- Non-periodic payments that reduce the annual rate of child support. Refer to **Non-periodic payments – PART B** on page 4
- Provisions that modify the child support formula assessment. Refer to **Modifying the child support formula assessment – PART D** on page 5.

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

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## Requirements of an agreement

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

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

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

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## What can be in a child support agreement?

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

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

On the following 2 pages are details of the components that can be included in a child support agreement. A child support agreement must contain **at least one** of these components. The parties may agree to a combination of the components below.

**Note:** If the agreement contains components other than those set out below, the Department of Human Services is unable to accept them and will disregard them when administering the agreement.

### ***Periodic payments – PART A***

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

We suggest you write an amount for each child. This allows for flexibility if circumstances change. Consider the example below.

*Example:* Emily and Lewis sign a PART A agreement that Emily will pay a total of \$180 per week for the children, Sean and David. David turns 18 years of age and the agreement is still in force. Emily must continue to pay \$180 per week for Sean alone, because the agreement did not include specified amounts for each child.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You can modify the assessment by agreeing to vary:

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

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

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

The parties can agree to either:

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

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

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

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

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

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

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## Deciding on the duration of your agreement

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

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

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

Refer to **What happens when your agreement ends?** on page 7 for information about what happens if your child turns 18 years of age and is still at school.

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

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## Agreements cannot be varied

Once accepted by the Department of Human Services, a child support agreement (limited or binding) cannot be varied and can be terminated only in certain circumstances.

**IMPORTANT:** Consider whether the child support payable under your agreement will change or whether your agreement will end if your circumstances change.

Examples of changes include:

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

### ***Change of circumstances***

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

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

*Example 2:* The parties agree that the amount of child support payable will reduce (as specified) when the receiving parent/non-parent carer has a lower (specified) percentage of care for the child.

If you write your agreement on **SECTION 2** of this ***Child Support agreement*** form (**CS1666**), you may need to attach a separate sheet with this information.

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## Notional assessments

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

A new notional assessment will be made:

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

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

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

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## What happens when your agreement ends?

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

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

If you did not have a child support assessment when your agreement was accepted, no child support will be payable when your agreement ends. If 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, and if the agreement does not specify that the liability will end when the child turns 18 years of age, the agreement will continue to apply. Otherwise, child support will continue based on a formula assessment.

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

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## Acceptance of the agreement

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

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

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

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

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

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

Your child support will be based on your agreement until the agreement ends.

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

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

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

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

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

## Child Support agreement

## SECTION 1 — Application for acceptance of the agreement

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

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

Alternatively, you can apply over the phone or in writing. Refer to **Acceptance of the agreement** on page 7 for more information on how to apply for your agreement to be accepted.

## Your details

**1** Your name

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other ☐

Family name

First given name

Second given name

## 2 Your date of birth

### 3 Your permanent address

Postcode

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

Postcode

## 5 Your contact details

Home phone number | ( )

Mobile phone number

Work phone number | ( )

Email

@

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

No  Your Tax File Number (TFN)

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

Yes ☐ Your Child Support Reference Number

## Other party's details

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

### 7 Other party's name

Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

Family name

First given name

Second given name

### 8 Other party's date of birth

 /  / 

### 9 Other party's permanent address

  


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 Postcode

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

  


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 Postcode

### 11 Other party's contact details

Home phone number  (  )

Mobile phone number

Work phone number  (  )

Email

  


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If more than 1 other party, attach a separate sheet with their details.

## Payment details

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

No ☐ **Go to next question**

Yes ☐ **Go to 14**

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

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

No ☐ **Go to 15**

Yes ☐ Give details below

Where you want your payments made

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

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

Name of bank, building society or credit union

Branch where the account is held

Branch number (BSB)

Account number (this may not be the card number)

Account held in the name(s) of

  


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**Go to 15**

### 14 Would you like us to request for your employer to 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

  


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 Postcode

Employer's phone number  (  )

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

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

**OR**

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



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

**16** **IMPORTANT INFORMATION****Privacy and your personal information**

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

Your information may be used by the department or given to other parties for the purposes of research, investigation or where you have agreed or it is required or authorised by law.

You can get more information about the way in which the Department of Human Services will manage your personal information, including our privacy policy, at **humanservices.gov.au/privacy** or by requesting a copy from the department.

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

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

**I understand that:**

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

Your signature

Date

/ /

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

# SECTION 2 — The agreement

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

- 18** Have the terms of the agreement already been written and signed in another document?
- No ☐ *Go to next question*
- Yes ☐ **You do not need to complete SECTION 2 – The agreement.** Refer to **Acceptance of the agreement** on page 7 for more information on how to apply for your agreement to be accepted.

- 19** This child support agreement is made between

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


and

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


If there are more than 2 parties to this agreement you can attach multiple Part A, B, C, D, E or F pages if required. All parties must sign all additional pages.

Child(ren)'s details

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

Child 1
Family name
First given name
Second given name
Date of birth
/ /

Child 2
Family name
First given name
Second given name
Date of birth
/ /

Child 3
Family name
First given name
Second given name
Date of birth
/ /

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

## PART A – Periodic payments

Questions 21 to 33 relate to agreements which include periodic payments.

Refer to **Periodic payments – PART A** on page 4 of this form for information about periodic payments and an example.

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

No ☐ **Go to PART B on page 15**

Yes ☐ **Go to next question**

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

We recommend you write an amount for each child – refer to **Periodic payments – PART A** on page 4

### Child 1

Full name

Agreed payment amount

\$

Agreed payment period: Weekly ☐ Fortnightly ☐ Monthly ☐

### Child 2

Full name

Agreed payment amount

\$

Agreed payment period: Weekly ☐ Fortnightly ☐ Monthly ☐

### Child 3

Full name

Agreed payment amount

\$

Agreed payment period: Weekly ☐ Fortnightly ☐ Monthly ☐

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

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

No ☐ **Go to 26**

Yes ☐ **Go to next question**

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

#### Consumer Price Index (CPI)

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

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

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

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

#### Other possible inflation rates

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

#### For example:

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

Australian Consumer Price Index (CPI) ☐ Weighted National Average CPI ☐

Capital City CPI  
(specify which capital city) ☐

Other inflation rate ☐ Specify

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

On 1 July each year ☐

Other ☐ Specify

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

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

No ☐ **Go to 29**

Yes ☐ **Go to next question**

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

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

During all periods the paying parent is unemployed ☐

When the paying parent receives an  
income support payment ☐

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

**Minimum annual rate**

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

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

No ☐ Specify other amount

\$

Each: Week ☐ Fortnight ☐ Month ☐

Yes ☐ Go to next question

- 29** Please read this before answering the following questions.

You can agree to vary or end the agreed periodic payments if the receiving parent/non-parent carer's care percentage drops below a percentage you nominate.

A care percentage is the percentage of care of the child(ren) the person is likely to have over the next 12 months.

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

Do you want your PART A agreement to vary or end if the care percentage of the child(ren) changes?

No ☐ Go to 32

Yes ☐ Go to next question

- 30** The PART A agreement is to vary or end when the receiving parent/non-parent carer has a care percentage below:

%

- 31** When the care percentage is below that specified at question 30 the parties agree to:

End the PART A agreement for all children of the agreement ☐

End the PART A agreement for the child(ren) with the reduced care ☐

Vary the PART A agreement ☐ Give details

For example, the periodic payment for the child(ren) with reduced care will reduce to {specify new amount} and the payment for the other child(ren) will remain the same.


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

- 32** What date do you want your PART A agreement to start?

**IMPORTANT:** Refer to **Start date of your agreement** on page 7.

/  /

- 33** What date do you want your PART A agreement to end?

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

☐ On this date for all children

/  /

OR

☐ On the following date for each child

**Child 1**

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

**Child 2**

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

**Child 3**

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

## PART B – Non-periodic payments

Questions 34 to 44 relate to agreements which include non-periodic payments.

Refer to **Non-periodic payments – PART B** on page 4 for more information about non-periodic payments and examples.

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

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

No  **Go to PART C on page 17**

Yes ☐  Go to next question

### 35 Details of your agreement about non-periodic payments

[illegible]

Total value

\$

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

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

### Child 1

Full name

\_\_\_\_\_

Date of birth

	/	/
--	---	---

## Child 2

Full name

--

Date of birth

/	/
---	---

### Child 3

Full name

\_\_\_\_\_

Date of birth

	/	/
--	---	---

If more than 3 children, attach a separate sheet with details.  
All parties must sign all additional pages.

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

No  *Go to next question*

Yes ☐ **Go to 39**

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

Refer to **Non-periodic payments – PART B** on page 4 for information about non-periodic payments reducing the amount payable and examples.

No  ***Go to 40***

Yes ☐ Reduce by

\$ per year

**OR**

%

► **Go to 40**

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

Refer to **Non-periodic payments – PART B** on page 4 for information about non-periodic payments reducing the amount payable and examples.

No ☐ Go to next question

Yes ☐ Reduce by

\$  per year

OR

%

- 40** Please read this before answering the following questions.

You can agree to vary or end the non-periodic payments if the receiving parent/non-parent carer's care percentage drops below a percentage you nominate.

A care percentage is the percentage of care of the child(ren) the person is likely to have over the next 12 months.

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

Do you want your PART B agreement to vary or end if the care percentage of the child(ren) changes?

No ☐ Go to 43

Yes ☐ Go to next question

- 41** The PART B agreement is to vary or end when the receiving parent/non-parent carer has a care percentage below:

%

- 42** When the care percentage is below that specified at question 41 the parties agree to:

End the PART B agreement for all children of the agreement ☐

End the PART B agreement for the child(ren) with the reduced care ☐

Vary the PART B agreement ☐ Give details

For example, the non-periodic payments will reduce to *{specify new amount}* and reduce the child support payable by *{specify new amount or percentage}* per year.

--

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

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

**IMPORTANT:** Refer to **Start date of your agreement** on page 7.

/  /

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

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

☐ On this date for all children

/  /

OR

☐ On the following date for each child

#### Child 1

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

#### Child 2

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

#### Child 3

Full name

☐ When they turn 18 years of age

☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)

☐ On the following date for this child

/  /

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

## PART C – Lump sum binding agreements

Questions 45 to 50 relate to binding agreements which include a lump sum amount that is credited against the child support liability.

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

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

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



You must attach the legal certificates signed by each party's legal practitioner and sign the statement for binding agreements on page 20 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.

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

No ☐ **Go to PART D on page 18**

Yes ☐  Go to next question

- 46** Lump sum amount

\$

- #### 47 Details of your agreement about the lump sum amount

[illegible]

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

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

### Child 1

Full name

\_\_\_\_\_

Date of birth

/	/
---	---

## Child 2

Full name

--

Date of birth

/	/
---	---

### Child 3

Full name

--

Date of birth

/	/
---	---

If more than 3 children, attach a separate sheet with details.  
All parties must sign all additional pages.

- 49** Rate lump sum is to be credited

☐ 100% of the child support liability

**OR**

☐ Lesser percentage (specify)

	%
--	---

- 50** What date do you want your PART C agreement to start?

**IMPORTANT:** Refer to **Start date of your agreement** on page 7.

/ /

## PART D – Modifying the child support formula assessment

Questions 51 to 54 relate to agreements which modify the child support formula assessment.

Refer to **Modifying the child support formula assessment – PART D** on page 5 of this form for information about the various ways you can modify the assessment.

- 51** Does your agreement modify components of the child support formula assessment?

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

Yes ☐  Go to next question

- ## 52 Details of how you want to modify your child support assessment

[illegible]

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

- 53** What date do you want your PART D agreement to start?

**IMPORTANT:** Refer to **Start date of your agreement** on page 7.

/	/
---	---

- 54** What date do you want your PART D agreement to end?

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

- ☐ On this date for all children

	/	/
--	---	---

**OR**

- ☐ On the following date for each child

### Child 1

Full name

\_\_\_\_\_

- ☐ When they turn 18 years of age
- ☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)
- ☐ On the following date for this child

	/	/
--	---	---

## Child 2

Full name

\_\_\_\_\_

- ☐ When they turn 18 years of age
- ☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)
- ☐ On the following date for this child

	/	/
--	---	---

### Child 3

Full name

\_\_\_\_\_

- ☐ When they turn 18 years of age
- ☐ On the last day of the school year after they turn 18 years of age (refer to **If your child turns 18 years of age and is still at school** on page 7)
- ☐ On the following date for this child

	/	/
--	---	---

If more than 3 children, attach a separate sheet with details.  
All parties must sign all additional pages.

## PART E – 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 **What happens when your agreement ends?** on page 7).

Refer to **Ending an existing agreement – PART E** on page 5 of this form for information about ending an existing agreement.



If the existing agreement you are ending is a binding agreement made on or after 1 July 2008, you must attach the legal certificates signed by each party's legal practitioner. You must also sign the statement for binding agreements on page 20 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.

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

No ☐ **Go to PART F on this page**

Yes ☐ **Go to next question**

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

Refer to **What happens when your agreement ends?** on page 7.

☐ On this date for all children

/ /

**OR**

☐ On the following date for each child

### Child 1

Full name

Date agreement to end

### Child 2

Full name

Date agreement to end

### Child 3

Full name

Date agreement to end

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

## PART F – Ending the child support liability

Questions 57 to 58 relate to binding agreements where the parties are agreeing to end an existing child support liability.

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

Refer to **Ending the child support liability – Part F** on page 5 of this form for information about ending an existing child support liability.



You must attach the legal certificates signed by each party's legal practitioner. You must also sign the statement for binding agreements on page 20 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.

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

No ☐ **Go to PART G on page 20**

Yes ☐ **Go to next question**

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

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

☐ On this date for all children

/ /

**OR**

☐ On the following date for each child

### Child 1

Full name

Date agreement to end

### Child 2

Full name

Date agreement to end

### Child 3

Full name

Date agreement to end

If more than 3 children, attach a separate sheet with details. All parties must sign all additional pages.

## PART G – Signing the agreement

Statement

### 59 IMPORTANT INFORMATION

#### Privacy and your personal information

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

Your information may be used by the department or given to other parties for the purposes of research, investigation or where you have agreed or it is required or authorised by law.

You can get more information about the way in which the Department of Human Services will manage your personal information, including our privacy policy, at **humanservices.gov.au/privacy** or by requesting a copy from the department.

### 60 For limited agreements only

**IMPORTANT:** If your agreement is a limited agreement **all** parties must sign here. If 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:

- giving false or misleading information is a serious offence.

#### I agree to:

- the terms set out in this agreement.

Signature of the receiving parent or non-parent carer



Date

/ /

Signature of the paying parent



Date

/ /

### 61 For binding agreements only

**IMPORTANT:** If your agreement is a binding agreement **all** parties must sign here. If 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.
- before I signed this agreement, I was provided with independent legal advice from a legal practitioner as to the following matters:
  - the effect of the agreement on my rights, **and**
  - the advantages and disadvantages to me of making the agreement (at the time that the advice was provided).
- I have attached a certificate from my legal practitioner.

#### I understand that:

- giving false or misleading information is a serious offence.

#### I agree to:

- the terms set out in this agreement.

Signature of the receiving parent or non-parent carer



Date

/ /

Signature of the paying parent



Date

/ /



Attach the legal certificates signed by your legal practitioners.

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