

AMICABLE AGREEMENT FORM

Article 51(2)(d) of Council Regulation (EC) No 4/2009 of 18 December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations¹

1. APPLICANT/ PERSON FOR WHOM MAINTENANCE IS SOUGHT OR OWED²:

1.1. Surname and given name(s): _____

1.2. Date (dd/mm/yyyy) and place of birth: _____

1.3. Identity number or social security number: _____

1.4. Address:

1.4.1. Street and number / PO box: _____

1.4.2. Place and postal code: _____

1.4.3. Country: _____

1.5. Telephone: _____

1.6. E-mail: _____

2. PERSON REPRESENTING / DEFENDING THE INTERESTS OF PERSON NAMED IN POINT 1 (if applicable):

2.1. Surname and given name(s): _____

2.2. Date (dd/mm/yyyy) and place of birth: _____

2.3. Identity number or social security number: _____

2.4. Address:

2.4.1. Street and number / PO box: _____

2.4.2. Place and postal code: _____

2.4.3. Country: _____

2.5. Telephone: _____

2.6. E-mail: _____

3. DEBTOR:

3.1. Surname and given name(s): _____

¹ OJ L 7, 10.1.2009, p. 1

² A separate agreement should be drawn up for each separate applicant / person for whom maintenance is sought.

3.2. Date (dd/mm/yyyy) and place of birth: _____

3.3. Identity number or social security number: _____

3.4. Address:

3.4.1. Street and number / PO box: _____

3.4.2. Place and postal code: _____

3.4.3. Country: _____

3.5. Telephone: _____

3.6. E-mail: _____

4. ESTABLISHED MAINTENANCE OBLIGATION

According to

court decision made by (name of court) _____

court settlement confirmed by (name of court) _____

authentic instrument formally drawn up, concluded or authenticated by (name of competent authority) _____

on (dd/mm/yyyy) _____

with the reference number _____

the Debtor should pay maintenance for the Applicant / Person for whom maintenance is sought (point 1) in the amount of _____

euro (EUR) lev (BGN) Czech koruna (CZK) Danish Krone (DKK)

kuna (HRK) forint (HUF) zloty (PLN) Romanian leu (RON)

krona (SEK) other (specify ISO code): _____

in one sum per month per year other: _____

from (dd/mm/yyyy) _____

until (dd/mm/yyyy) _____ other: _____

5. MAINTENANCE ARREARS

The Debtor expressly acknowledges the accrued maintenance arrears in the amount of _____

- euro (EUR) lev (BGN) Czech koruna (CZK) Danish Krone (DKK)
 kuna (HRK) forint (HUF) zloty (PLN) Romanian leu (RON)
 krona (SEK) other (specify ISO code): _____

for the period of (dd/mm/yyyy) _____ to (dd/mm/yyyy) _____

The above-named is accepted by the Applicant.

6. PAYMENT PLAN

The Debtor undertakes to voluntarily pay the Applicant

- the future maintenance obligations (point 4) the maintenance arrears (point 5)

in the following way:

- maintenance arrears (point 5) paid in full with one payment by (dd/mm/yyyy) _____ followed by regular and timely payments according to the established maintenance obligation (point 4)
 monthly payments in the amount of _____ starting from (dd/mm/yyyy) _____ until the obligation is paid in full
 payment every 2 weeks in the amount of _____ starting from (dd/mm/yyyy) _____ until the obligation is paid in full
 weekly payments in the amount of _____ starting from (dd/mm/yyyy) _____ until the obligation is paid in full
 other: _____

7. INFORMATION REGARDING PAYMENT

7.1. Name of the bank: _____

7.2. BIC or other relevant bank code: _____

7.3. Account holder: _____

7.4. International Bank Account Number (IBAN): _____

8. CENTRAL AUTHORITIES FACILITATING THE AGREEMENT

8.1. Requesting Central Authority

8.1.1. Name of Requesting Central Authority: _____

8.1.2. Reference number of the Requesting Central Authority: _____

8.2. Requested Central Authority

8.2.1. Name of Requested Central Authority: _____

8.2.2. Reference number of the Requested Central Authority: _____

9. INFORMATION TO THE PARTIES

After the first payment is made, the debtor shall forward to his/her (requested) Central Authority the proof of payment, which shall be forwarded to the applicant through the requesting Central Authority.

The amicable agreement shall be considered valid and effective when it has been signed by both parties and the proof of the first payment has been received by the requested Central Authority.

Where the debtor does not fulfil the obligations undertaken in this amicable agreement, the applicant shall inform the requesting Central Authority thereof, which shall start / continue the enforcement proceedings in the requested Member State.

The signing of this agreement does not have any effect on the court decision / settlement / authentic instrument establishing the maintenance obligation or on the rights of the applicant(s), debtor(s) or person(s) for whom maintenance is sought or owed.

The effect of this agreement on the statute of limitations, if any, is to be determined by the applicable national law.

The Applicant's signature and date (dd/mm/yyyy): _____

The Debtor's signature and date (dd/mm/yyyy): _____