Family Court Finds A Way to Get out of Binding Child Support Agreement during Covid-19

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In the recent case of *Martyn & Martyn* [2020] FamCA 526 the Family Court considered a matter where the parents had entered into a binding child support agreement in 2012 which the father's child support lawyers sought to set aside due to Covid-19.

The 2012 Agreement involved the father paying the mother a sum of $1,350 per month with a 2% increase each year.

The father currently owns and operates a business which supplies products to international businesses. Due to cross-border restrictions and social distancing measures, the father's company was significantly impacted and he claimed that the business activity dropped by 90%. The father's child support lawyers argued that as a result, his financial circumstances had been significantly worsened due to the limitations on international commerce during the Covid-19 pandemic.

According to Family Law, a Child Support Agreement may be set aside if exceptional circumstances have arisen that would cause hardship to the payer.

Ultimately, in this case, the Family Court was satisfied that the outbreak of the COVID-19 pandemic was an exceptional circumstance and that the father would suffer hardship. The Binding Child Support Agreement of 2012 was set aside and the father was not required to pay the child support amount in the Agreement.

For advice about setting aside your Child Support Agreement contact one of our child support lawyers on 1800 300 170 or email us at famlaw@matthewsfolbigg.com.au

Disclaimer

Family law situations can be complex and sometimes they can involve serious issues. Information outlined is proposed to provide general guidance only. Due to the seriousness of legal matters as well as the uniqueness of your individual situation, professional advice should be sought. For advice, please contact one of our Family Lawyers.