

## MAINTENANCE

1. It is important that clients and practitioners take action in a timely manner if a client's financial circumstances change.
2. The paying party should notify the receiving party in the event that he/she is unable to pay maintenance as per an agreement/Order, giving the reason for same and this should be done before the payment is due, if at all possible.
3. If there are solicitors on record, a letter setting out the position should also be sent, perhaps with some vouching evidencing the change of financial circumstances, if readily available.
4. The paying party should consult their solicitor for advice, if possible, as to what might be an appropriate payment to make in the changed circumstances.
5. This suggested payment should be communicated to the payment receiver as soon as possible, and agreement reached, if possible.
6. If agreement cannot be reached then the paying party should pay what they are advised or believe is the appropriate amount in the circumstances.
7. An Application for Breach of a Maintenance Order, (or a Summons for Attendance of a Maintenance Debtor), should not be made/issued if there is good reason why the Debtor has varied the amount in the Order.
8. In the event that there is no good reason for a change in Maintenance payments in contravention of the Maintenance Order in place, an application should be made for Breach of the Maintenance Order. The District Court will treat this as an urgent matter, but parties and practitioners should be mindful that this is confined to breaches that have occurred during the emergency period. In the Circuit Court and High Court consideration should be given to bringing an appropriate Motion, seeking for it to be dealt with as an urgent matter, in line with the Statements of the President of the High Court and Circuit Courts, dated 8<sup>th</sup> May 2020, should the presiding Judge deem it to be such a matter.
9. Applications to Vary Maintenance should be lodged as soon as possible, for whatever return date is given so as applications can be made to backdate Orders in due course.
10. In circumstances where the receiving party is in difficulty, similar rules should apply in reverse, considering the paying party's current circumstances and vice versa.
11. Solicitors should advise clients and clients should communicate with each other or via their solicitors should they have difficulties with discharging Mortgage payments and other joint bills and should again encourage each

other to be jointly proactive in notifying third parties of an inability to pay them or sorting out an interim compromise during this crisis.