

UNIFORM LAW CONFERENCE OF CANADA

CIVIL SECTION

**UNIFORM RULES ON SERVICE IN OTHER CONTRACTING STATES TO
THE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND
EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS
SIGNED AT THE HAGUE ON NOVEMBER 15, 1965**

INTERIM REPORT OF THE WORKING GROUP

Please note that the ideas and conclusions expressed in this document, as well as any proposed legislative terminology and any comment or recommendation, have not been adopted by the Uniform Law Conference of Canada. They do not necessarily represent the views of the Conference or of its participants. Please consult the Resolutions on this topic as adopted by the Conference at the Annual meeting.

Toronto, Ontario

August 2014

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[1] The *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters* (Convention) has applied throughout Canada since 1989 but has not been implemented in a uniform manner by governments. The absence of uniform implementation has contributed to inconsistencies in its interpretation by courts. At the Annual Meeting of the Conference in August 2013, the Conference accepted an interim report of the Working Group and it directed the Group to prepare recommendations and instructions for drafting Uniform Rules to implement the rules set out in the Convention for the service of judicial documents in other Contracting States and report back to the Conference at the 2014 meeting.

[2] The Working Group met by conference call 15 times between September 2013 and June 2014. The Working Group is chaired by Valérie Simard, Justice Canada – International Private Law Section and is composed of:

- Patrick H. Xavier (Justice Canada – Judicial Affairs, Courts and Tribunal Policy Section)
- Craig Dennis (British Columbia – Dentons Canada LLP)
- Greg Steele, Q.C. (British Columbia – Barrister and Solicitor (Retired))
- Brad Kring (Alberta – Department of Justice and Solicitor General)
- Ian Rennie (Northwest Territories – Department of Justice)
- Nina Gandhi (Ontario – Ministry of the Attorney General)
- Janet Chow (Ontario – Ministry of the Attorney General)
- Frédérique Sabourin (Quebec – Ministère de la Justice)

[3] The Working Group prepared draft Uniform Rules and Comment (Appendix A) which are submitted to the Conference for comments and directions. The Working Group encourages jurisdictional representatives to solicit comments on the draft Uniform Rules and Comment from the authorities in their jurisdiction who are responsible for proposing amendments to their rules of civil procedure (e.g. to rules of Court, appeal court rules, rules of Small Claims Court, family law rules, etc.).

[4] The Uniform Rules were not prepared to be adopted as a stand-alone regulation but rather to be implemented by amendments to all rules of civil procedure that govern civil and commercial proceedings when there may be occasion to serve a judicial document in another Contracting State. It is suggested that the Uniform Rules be placed in the same division or part of the rules of civil procedure as the rules addressing service in non-Contracting States.

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[5] The Convention sets out rules which apply when there is occasion to serve judicial documents (i.e. documents directly related to a civil or commercial proceeding) or extrajudicial documents (i.e. documents not directly related to a civil or commercial proceeding) from one Contracting State in another Contracting State. The application of the Convention to the service of judicial or extrajudicial documents in civil or commercial matters is mandatory.

[6] Because the application of the Convention is mandatory with respect to judicial documents, other rules of civil procedure which deal with service cannot take precedence over the Uniform Rules. Any rule which takes precedence over these rules should be amended. For instance, a rule allowing parties to a contract to agree to service by a particular method cannot allow parties to agree to a method that would conflict with the Uniform Rules.

[7] The Uniform Rules transpose the rules set out in the Convention for service of Canadian judicial documents in other Contracting States (outgoing documents). They do not address service in Canada of judicial documents from other Contracting States (incoming documents) or service of outgoing or incoming extrajudicial documents. The reason for these omissions is that in most jurisdictions in Canada, rules of civil procedure only govern civil procedure for proceedings before courts specified in the rules. Thus rules on the service of documents which are not related to these proceedings – either because they are extrajudicial documents or because they are incoming documents related to foreign proceedings – would fall outside of the scope of the Uniform Rules.

[8] When Canada became party to the Convention, legislation was not put in place to address the issue of requests for service for incoming documents as it was not deemed necessary. These requests are dealt with at the provincial and territorial levels by the Central Authorities designated by Canada under the Convention.

Overview of the Draft Uniform Rules

[9] **Rule 1** gives force of law to the Convention. The rule is in square brackets to indicate that jurisdictions adopting the Uniform Rules may decide to omit it. The draft Comment notes that the advantage of giving force of law to the Convention is that would leave no doubt that it applies whenever there is occasion to serve an outgoing document in a proceeding governed by particular rules of civil procedure. It also notes that Rule 1 may lead to confusion as it could be understood as setting out rules with respect to the service of incoming documents and extrajudicial documents which, as discussed, fall outside of the scope of most rules of civil procedure in Canada. For those jurisdictions that elect to give force of law to the Convention, implementing the other uniform rules

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remains useful, although not strictly necessary, because these rules provide guidance to parties and courts on the application of the Convention.

[10] **Rule 2(1)** transposes the rules of the Convention with respect to service of judicial documents in other Contracting States when the Convention applies.

[11] **Rule 2(2)** sets out how service may be effected in a Contracting State when the Convention does not apply. Rule 2(2) offers two options to jurisdictions adopting the Uniform Rules. Option 1 involves adopting a separate rule for service in Contracting States when the Convention does not apply and Option 2 involves amending the rules on service in non-Contracting States to include service in Contracting States when the Convention does not apply.

[12] **Rule 3**, which sets out how service may be proved, offers two options to jurisdictions adopting the Uniform Rules. Option 1 is a general rule on proof of service of documents in both Contracting and non-Contracting States. Option 2 is limited to proof of service in Contracting States.

[13] **Rule 4(1)-(3)** set out the conditions under which a default judgment may be issued when service was effected under Rule 2(1).

[14] **Rule 4(4)-(5)** set out the conditions under which a party may apply for relief against a default judgment. Rule 4 is in square brackets to indicate that its adoption may not be required in all jurisdictions. The draft Comment to Rule 4 provides guidance to assist jurisdictions in determining whether adopting this rule is necessary.

[15] The Working Group will reconvene in the fall to review the draft Uniform Rules and Comment following the comments and directions received from the Conference. The Working Group will work with drafters to finalize the Uniform Rules and will prepare the Comment along the lines of the draft Comment. It is expected that the Working Group will submit a final report to the Conference at its annual meeting in August 2015.

Appendix A

DRAFT UNIFORM RULES ON SERVICE IN OTHER CONTRACTING STATES TO THE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS SIGNED AT THE HAGUE ON NOVEMBER 15, 1965

DRAFT INTRODUCTORY COMMENT

- These Rules implement the rules set out in the *Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters signed at The Hague on November 15, 1965* (Convention) for the service of judicial documents in Contracting States.
- The Convention has applied throughout Canada since 1989 but has not been implemented in a uniform manner by governments. The absence of uniform implementation has contributed to inconsistencies in its interpretation.
- These Rules apply to service in other Contracting States of judicial documents in proceedings taking place in the jurisdictions which have implemented them.
- These Rules seek to ensure that service is effected by a method authorized by the Convention when it applies. Article 1 of the Convention provides, *inter alia*, that the Convention applies in all cases in civil or commercial matters where there is occasion to serve a judicial document in another Contracting State if the address of the person to be served is known. Article 1 reflects what is known among Contracting States as the “exclusive character” of the Convention. The view that the Convention has an exclusive character has been confirmed by Contracting States, including Canada, during international meetings on the operation of the Convention (see http://www.hcch.net/upload/wop/jac_concl_e.pdf, Conclusion and Recommendation 12).
- Because of the Convention’s exclusive character, other rules which deal with service cannot take precedence over these Rules. Any rule which takes precedence over these Rules should be amended. For instance, a rule allowing parties to a contract to agree to service by a particular method cannot allow parties to agree to a method that would conflict with these Rules.
- The Rules are not meant to apply to the service in Canada of judicial documents in proceedings taking place in other Contracting States or to the service of extrajudicial documents as the service of these types of documents is generally not covered by rules of civil procedure.
- These Uniform Rules should be implemented by amendments to all rules of civil procedure which govern proceedings in which there may be occasion to serve a judicial document in another Contracting State. This includes the general rules of civil procedure, appellate court rules, family law rules, etc.
- It is suggested that these Rules and the rules that apply to service in non-Contracting States be placed in the same division or part.

- Expressions such as “statement of claim” and “originating process” and “statement of defence and “response” are in square brackets to recognize that different jurisdictions in Canada use different expressions to designate these concepts. The bracketed text does not provide an exhaustive list of the expressions that are used in Canada. In implementing these rules, each jurisdiction should select the expressions that designate these concepts in its jurisdiction.

[Definitions

In this part,

“Central Authority” means a Central Authority designated under the Convention. (“Autorité centrale”)

“Contracting State” means a contracting state under the Convention. (“État contractant”)

“Convention” means *the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters signed at The Hague on November 15, 1965.* (“Convention”)]

DRAFT COMMENT

- The Comment should refer to drafting principles and provide guidance on when definitions would be needed (e.g. if the rules of civil procedure refer to more than one convention or to define an unusual expression such as “Contracting State”).

[Force of law

1 The Convention has force of law in [jurisdiction].]

DRAFT COMMENT

- The long title of the convention should be used if “Convention” is not defined.
- Giving force of law to the Convention leaves no doubt as to its exclusive character. However, this Rule may lead to confusion as it could be understood as giving force of law to the rules set out in the Convention with respect to incoming documents and extrajudicial documents which, as discussed, fall outside of the scope of most rules of civil procedure in Canada.
- This Rule is in brackets and jurisdictions may chose to adopt it if required.
- The Rules set out below transpose the Convention’s rules into rules of civil procedure. If the Convention is given force of law, it is not strictly necessary to transpose its rules but transposition in the manner set out in the Comment is recommended to make them more accessible to litigants.

Method of Service in a Contracting State

- 2(1) Except as provided in (2), an [statement of claim/originating process] or other document to be served in another Contracting State shall be served,**
- (a) through the Central Authority in the Contracting State [(Form A)];**
 - (b) through Canadian diplomatic or consular agents if the Contracting State has not declare its opposition to this method of service;**
 - (c) through consular channels to those authorities designated for this purpose by the Contracting State;**
 - (d) through diplomatic channels;**
 - (e) by any other method that is permitted by the Convention, that would be permitted by these rules if the document were being served in a non-Contracting State, and to which the Contracting State has not objected;**
or
 - (f) by any other method permitted by the law of the Contracting State for documents from abroad [if service made by that method could reasonably be expected to come to the notice of the person to be served].**

DRAFT COMMENT

- The Convention permits service to be effected by several methods subject to some conditions. Rule 2(1) lists these methods and conditions. A general rule providing that service shall be effected by a method permitted by the Convention is not recommended because it does not provide sufficient guidance to parties on these methods and on conditions which may limit them.
- Rule 2(1)(a) implements Article 5 of the Convention.
- “Form A” refers to the model form annexed to the Convention which includes the “Request for Service Abroad of Judicial or Extrajudicial Documents”, the “Summary of the Document to be Served”, and the “Certificate”. This form must be used to send a request to a foreign Central Authority in accordance with Article 3 of the Convention. Jurisdictions may wish to designate the model form as a court form to ensure that it is used by the authorities that were designated by Canada to forward requests for service to foreign Central Authorities.
- It is recommended that jurisdictions wishing to designate this model form as a court form use the template annexed to these Uniform Rules. The template which is bilingual (English and French) has been modified from the original version to include a comment referring to the availability of trilingual versions online (English, French and a third language)
http://www.hcch.net/index_en.php?act=text.display&tid=47#pdf.
- Rule 2(1)(b) implements Article 8 of the Convention.
- Rule 2(1)(c) implements Article 9(1) of the Convention.
- Rule 2(1)(d) implements Article 9(2) of the Convention.
- Rule 2(1)(e) implements Article 10.

- Article 10 provides that if the State of destination does not object, the Convention shall not interfere with the *freedom* to send documents by a method listed in Article 10(a) or to have documents served by the methods listed in Article 10(b)-(c). Contracting States generally agree that the word “send” in Article 10(a) should be understood as including service [see Permanent Bureau of the Hague Conference on Private International Law, *Handbook on the Practical Operation of the Hague Service Convention*, 3rd ed. (Montreal: Wilson Lafleur, 2006) at para. 222 (4th edition forthcoming) (*Handbook*)].
- Contracting States also generally agree that Article 10 allows service to be effected by the listed methods if the State of destination has not objected but it does not set out a substantive rule on the validity of these methods of service in the State of origin [see *Handbook*, para. 223]. In other words, the Convention does not interfere with the *freedom* to serve by one of the methods listed in Article 10 if the freedom to do so exists in the law of the State of origin. For instance, service of a statement of claim by mail under Article 10(a) or through a competent person in the state of destination (i.e. a foreign process server or court bailiff) under Article 10(b) or (c) from a jurisdiction in Canada would only be valid under Rule 2(1)(e) if the following two conditions are met:
 - the Canadian jurisdiction’s rules of civil procedure allow service of an originating process by mail or through a process server in non-Contracting States;
 - the State of destination did not object to the application of Article 10.
- Rule 2(1)(f) implements Articles 19 and 25 of the Convention. Article 19 allows Contracting States to permit methods of service of documents from abroad other than those provided in the preceding articles of the Convention. Article 19 has not been subject to judicial interpretation in Canada. It does not specify whether the law of the State of destination must explicitly permit the other methods or if they must not be explicitly prohibited. Article 25 allows service to be effected under other conventions to which Contracting States are or may become party. Rule 2(1)(f) would allow parties to have documents served under Canada’s bilateral treaties on legal proceedings in civil and commercial matters which address the service of documents. The condition set out in brackets in Rule 2(1)(f) is not a condition prescribed by Articles 19 and 25 of the Convention but it is not inconsistent with these Articles as they are permissive and not prescriptive. Jurisdictions whose rules of civil procedure have a similar condition for the service of documents abroad where the Convention does not apply may wish to include the bracketed text in Rule 2(1)(f).

OPTION 1

Where Convention does not apply

(2) Where it is established that the Contracting State has determined that the Convention does not apply, service may be effected in accordance with rule [# of general rule on service abroad].

OPTION 2

General Methods of Service

(2) A [statement of claim/originating process] or other document to be served outside [jurisdiction] in a jurisdiction that is not a Contracting State, or in a Contracting State that has determined that the Convention does not apply, may be served by the method provided by these rules for service in [jurisdiction], or by the method provided by the law of the jurisdiction where service is made, if service made by that method could reasonably be expected to come to the notice of the person to be served.

DRAFT COMMENT

- Rule 2(2) addresses the possibility of a Contracting State determining that a request for service does not relate to a civil or commercial matter and refusing to effect service even if the document would so qualify in Canada.
- Two options are available for this Rule:
 - Option 1 involves adopting a separate rule for service in Contracting States when the Convention does not apply which refers to the rule on service in non-Contracting States.
 - Option 2 involves amending the rule on service in non-Contracting States. Jurisdictions electing Option 2 may place Rule 2(2) before Rule 2(1) because it is a general rule and renumber the paragraphs accordingly.

Proof of Service

3 Service may be proved,

OPTION 1

- (a) by the method provided by these rules for proof of service in [jurisdiction];
- (b) by the method provided by the law of the state where service is made; or
- (c) with a certificate issued by the Central Authority of the state of destination, or any authority designated by the state of destination for that purpose which states that the document was served [(Forms A)].

OPTION 2

despite rule [# of rule on proof of service] with respect to service under Rule 2(1), with a certificate issued by the Central Authority of the receiving jurisdiction, or any authority designated by the receiving jurisdiction for that purpose which states that the document was served [(Form A)].

DRAFT COMMENT

- Rule 3 sets out how service may be proved.
- Rule 3 offers two options:
 - Option 1 is a general rule on proof of service abroad which includes a rule on proof of service of documents in both Contracting and non-Contracting States.
 - Option 2 is limited to proof of service in Contracting States.
- Jurisdictions should consider how their rules of civil procedure are organized in deciding which option to adopt.

[Default Judgment under the Convention]

Conditions

4(1) Where a [statement of claim/originating process] was served on a defendant under rule 2(1) and the defendant has not [delivered/ served and filed a statement of defence/response/ demand for notice] in accordance with rule [# of rule on responding to a statement of claim] judgment may be given under rule [# of rule on default judgment].]

DRAFT COMMENT

- Rule 4(1) implements Article 15(1) of the Convention.
- Article 15(1) seeks to ensure that service was effected by a method permitted by the Convention and that the defendant had sufficient time after service to defend before a default judgment can be issued against a defendant which has not appeared. “The issue of the defendant’s appearance or non-appearance is determined by the law of the forum” (*Handbook* para. 276). Rule 4(1) assimilates “appearance” to the delivery of a statement of defence or similar document.
- The Convention does not define the expression “sufficient time” and so Contracting States have the discretion to determine what is considered “sufficient time”. Jurisdictions in Canada have already determined what time is considered “sufficient” to deliver a defence by prescribing a time to respond to a statement of claim in their general rules of civil procedure. Rule 4(1) simply refers back to the rule prescribing this time.
- Jurisdictions should consider whether Rule 4(1) is needed to ensure that the conditions set in Article 15(1) are respected before a court can issue a default judgment under their rules of civil procedure. Rule 4(1) is not needed unless the rules

of civil procedure allow a default judgment to be issued against a defendant who has not appeared where service was not effected by a method prescribed by Rule 2(1) and where the defendant did not have “sufficient time” to deliver a defence.

- [(2) Notwithstanding subsection (1), the Court may give a default judgment if**
- (a) the [statement of claim/originating process] was sent by a method provided for in the Convention;**
 - (b) a period of not less than six months, or such longer period as the Court considers adequate in the circumstances, has elapsed since the day on which the [statement of claim/originating process] was sent; and**
 - (c) no certificate of service or delivery was received, and every reasonable effort was made to obtain such a certificate through the competent authorities of the state to which the [statement of claim/originating process] was sent.]**

DRAFT COMMENT

- Rule 4(2) implements Article 15(2) of the Convention.
- When it became party to the Convention, Canada made a declaration allowing its judges to issue a default judgment if the conditions set out in Article 15 are met (for the text of Canada’s declarations see:
http://www.hcch.net/index_en.php?act=status.comment&csid=392&disp=resdn).
- A jurisdiction wishing to allow its courts to issue default judgments if the conditions set out in Article 15(2) are met should determine if the adoption of Rule 4(2) is needed to enable its courts to issue these judgments. The adoption of adopt Rule 4(2) is not needed in jurisdictions that have rules of civil procedure which already allow courts to issue default judgments under the conditions set out in Article 15(2) (i.e. if the rules allow courts to issue default judgments in the absence of proof of service after a delay of at least six months since the statement of claim was sent).
- Although jurisdictions do not have to provide this discretion to their judges, jurisdictions must at least ensure that these rules would not allow judges to issue default judgments if the conditions set out in Article 15(2) are not met (i.e. the rules should not allow default judgments to be issued without proof of service before six months have elapsed since the statement of claim was sent).

[In case of urgency]

(3) Notwithstanding subrule[s] [(1) and/or (2)], the court may order, in case of urgency, any provisional or protective measures.]

DRAFT COMMENT

- Rule 4(3) implements Article 15(3) of the Convention.
- Adoption of Rule 3(3) by a jurisdiction is not needed if Article 15(3) does not deviate from its general rule on orders for provisional or protective measures.

[Relief against default judgment]

(4) A defendant against whom a default judgment is so made may, [optional time limit, must not be shorter than one year from the judgment date], apply for [relief available e.g.: having the default judgment set aside/ an extension of time to appeal, another type of relief available under the rules] if the defendant can show that, by no fault of his or her own, he or she did not become aware of the proceeding in sufficient time to file a defence or to exercise a recourse against the decision, and if the grounds raised in his or her defence do not appear completely unfounded.]

DRAFT COMMENT

- Rule 4(4) implements Article 16 of the Convention.
- Article 16 allows a defendant to apply to the court for relief from the effects of time limits for seeking redress from a default judgment. The English text of Article 16 provides that “the judge shall have the power to relieve the defendant from the effects of the expiration of the time for appeal”. From the English text, it could be understood that Article 16 is aimed at allowing courts to extend the time for filing an application to appeal a default judgment. The French version of Article 16 does not refer to appeals but to “délais de recours” (time limit for seeking redress). From the records of the discussions that were held when the Convention was negotiated, it seems that Article 16 was not designed to establish types of redresses that do not otherwise exist in Contracting States but was developed to provide relief from the expiration of time limits in a Contracting State for seeking an *existing* type of redress such as filing an application for the extension of the time to appeal a judgment or a motion to have the judgment set aside. This was confirmed by the Special Commission on the practical operation of the Hague Service, Evidence and Access to Justice Conventions which recognized on May 23, 2014 in Conclusion and Recommendation #34 that “[...] the types of relief against a default judgment contemplated in Article 16 (incl. appeal and other forms of redress) are a matter for domestic law”
http://www.hcch.net/index_en.php?act=publications.details&pid=6017&dtid=2.
- Article 16 provides that Contracting States may by way of declaration restrict the time for applying for relief from the effects of time limits for seeking redress from a default judgment provided that the time specified is not less than a year following the judgment. When it became party to the Convention, Canada declared that “an application filed under Article 16 of the Convention will not be entertained if it is filed after the expiration of one year following the date of the judgment, except in exceptional cases determined by the rules of the Court seized of the matter”.
- Jurisdictions should determine the types of relief against default judgments that are available in their Rules and the time limits for seeking such relief. The adoption of Rule 4(4) is not needed in jurisdictions where there is no time limit following a default judgment for seeking at least one type of relief available under the rules of civil procedure or where the time limit is a year or more or less than a year if courts

have the discretion to extend it. The adoption of Rule 4(4) is needed in jurisdictions where the time limits for seeking relief prescribed by the rules of civil procedure are less than one year and do not give courts the discretion to extend this period.

- Jurisdictions adopting Rule 4(4) may want to specify the type of relief that is available or refer to the general rule on it.

[(5) Subsection (4) does not apply to judgments concerning the status or capacity of persons.]

DRAFT COMMENT

- Rule 4(5) implements Article 16(4) of the Convention.
- Article 16(4) aims to prevent challenges to a marriage celebrated after a divorce or annulment of marriage judgment was delivered by default.
- Jurisdictions should determine whether adoption of this rule is necessary.

FORM A

REQUEST FOR SERVICE ABROAD OF JUDICIAL OR EXTRAJUDICIAL DOCUMENTS

DEMANDE AUX FINS DE SIGNIFICATION OU DE NOTIFICATION À L'ÉTRANGER
D'UN ACTE JUDICIAIRE OU EXTRAJUDICIAIRE

**Convention on the Service Abroad of Judicial and Extrajudicial Documents in
Civil or Commercial Matters, signed at The Hague, the 15th of November 1965.**

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en
matière civile ou commerciale, signée à La Haye le 15 novembre 1965.

Identity and address of the applicant Identité et adresse du requérant _____	Address of receiving authority Adresse de l'autorité destinataire _____
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The undersigned applicant has the honour to transmit – in duplicate – the documents listed below and, in conformity with Article 5 of the above-mentioned Convention, requests prompt service of one copy thereof on the addressee, i.e.:

Le requérant soussigné a l'honneur de faire parvenir – en double exemplaire – à l'autorité destinataire les documents ci-dessous énumérés, en la priant, conformément à l'article 5 de la Convention précitée, d'en faire remettre sans retard un exemplaire au destinataire, à savoir :

(identity and address) (identité et adresse) _____

<input type="checkbox"/>	a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a)*
<input type="checkbox"/>	b) in accordance with the following particular method (sub-paragraph b) of the first paragraph of Article 5)*: selon la forme particulière suivante (article 5, alinéa premier, lettre b)* : _____
<input type="checkbox"/>	c) by delivery to the addressee, if he accepts it voluntarily (second paragraph of Article 5)* le cas échéant, par remise simple (article 5, alinéa 2)*

The authority is requested to return or to have returned to the applicant a copy of the documents - and of the annexes* - with the attached certificate.

Cette autorité est priée de renvoyer ou de faire renvoyer au requérant un exemplaire de l'acte - et de ses annexes* - avec l'attestation ci-jointe.

List of documents / Énumération des pièces

• _____ • _____

* if appropriate / s'il y a lieu

Done at / Fait à _____, The / le _____	Signature and/or stamp Signature et / ou cachet
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CERTIFICATE ATTESTATION

The undersigned authority has the honour to certify, in conformity with Article 6 of the Convention,
L'autorité soussignée a l'honneur d'attester conformément à l'article 6 de ladite Convention,

- ☐ **1. that the document has been served***
que la demande a été exécutée*

– the (date) / le (date):	_____
– at (place, street, number): à (localité, rue, numéro) :	_____

– in one of the following methods authorised by Article 5: dans une des formes suivantes prévues à l'article 5 :	
<input type="checkbox"/>	a) in accordance with the provisions of sub-paragraph a) of the first paragraph of Article 5 of the Convention* selon les formes légales (article 5, alinéa premier, lettre a)*
<input type="checkbox"/>	b) in accordance with the following particular method*: selon la forme particulière suivante* : _____
<input type="checkbox"/>	c) by delivery to the addressee, if he accepts it voluntarily* par remise simple*

The documents referred to in the request have been delivered to:
Les documents mentionnés dans la demande ont été remis à :

Identity and description of person: Identité et qualité de la personne :	_____
Relationship to the addressee (family, business or other): Liens de parenté, de subordination ou autres, avec le destinataire de l'acte :	_____

- ☐ **2. that the document has not been served, by reason of the following facts*:**
que la demande n'a pas été exécutée, en raison des faits suivants*:

- ☐ **In conformity with the second paragraph of Article 12 of the Convention, the applicant is requested to pay or reimburse the expenses detailed in the attached statement*.**
Conformément à l'article 12, alinéa 2, de ladite Convention, le requérant est prié de payer ou de rembourser les frais dont le détail figure au mémoire ci-joint*.

Annexes / Annexes

Documents returned: Pièces renvoyées :	_____
In appropriate cases, documents establishing the service: Le cas échéant, les documents justificatifs de l'exécution : <small>* if appropriate / s'il y a lieu</small>	_____
Done at / Fait à _____ The / le _____	Signature and/or stamp Signature et / ou cachet

WARNING AVERTISSEMENT

Identity and address of the addressee

Identité et adresse du destinataire

IMPORTANT

THE ENCLOSED DOCUMENT IS OF A LEGAL NATURE AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS. THE 'SUMMARY OF THE DOCUMENT TO BE SERVED' WILL GIVE YOU SOME INFORMATION ABOUT ITS NATURE AND PURPOSE. YOU SHOULD HOWEVER READ THE DOCUMENT ITSELF CAREFULLY. IT MAY BE NECESSARY TO SEEK LEGAL ADVICE.

IF YOUR FINANCIAL RESOURCES ARE INSUFFICIENT YOU SHOULD SEEK INFORMATION ON THE POSSIBILITY OF OBTAINING LEGAL AID OR ADVICE EITHER IN THE COUNTRY WHERE YOU LIVE OR IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED.

ENQUIRIES ABOUT THE AVAILABILITY OF LEGAL AID OR ADVICE IN THE COUNTRY WHERE THE DOCUMENT WAS ISSUED MAY BE DIRECTED TO:

TRÈS IMPORTANT

LE DOCUMENT CI-JOINT EST DE NATURE JURIDIQUE ET PEUT AFFECTER VOS DROITS ET OBLIGATIONS. LES « ÉLÉMENTS ESSENTIELS DE L'ACTE » VOUS DONNENT QUELQUES INFORMATIONS SUR SA NATURE ET SON OBJET. IL EST TOUTEFOIS INDISPENSABLE DE LIRE ATTENTIVEMENT LE TEXTE MÊME DU DOCUMENT. IL PEUT ÊTRE NÉCESSAIRE DE DEMANDER UN AVIS JURIDIQUE.

SI VOS RESSOURCES SONT INSUFFISANTES, RENSEIGNEZ-VOUS SUR LA POSSIBILITÉ D'OBTENIR L'ASSISTANCE JUDICIAIRE ET LA CONSULTATION JURIDIQUE, SOIT DANS VOTRE PAYS, SOIT DANS LE PAYS D'ORIGINE DU DOCUMENT.

LES DEMANDES DE RENSEIGNEMENTS SUR LES POSSIBILITÉS D'OBTENIR L'ASSISTANCE JUDICIAIRE OU LA CONSULTATION JURIDIQUE DANS LE PAYS D'ORIGINE DU DOCUMENT PEUVENT ÊTRE ADRESSÉES À :

It is recommended that the standard terms in the notice be written in English and French and where appropriate also in the official language, or in one of the official languages of the State in which the document originated. The blanks could be completed either in the language of the State to which the document is to be sent, or in English or French.

Il est recommandé que les mentions imprimées dans cette note soient rédigées en langue française et en langue anglaise et le cas échéant, en outre, dans la langue ou l'une des langues officielles de l'État d'origine de l'acte. Les blancs pourraient être remplis, soit dans la langue de l'État où le document doit être adressé, soit en langue française, soit en langue anglaise.

SUMMARY OF THE DOCUMENT TO BE SERVED

ÉLÉMENTS ESSENTIELS DE L'ACTE

Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 (Article 5, fourth paragraph).

Convention relative à la signification et à la notification à l'étranger des actes judiciaires ou extrajudiciaires en matière civile ou commerciale, signée à La Haye le 15 novembre 1965
(*article 5, alinéa 4*).

Name and address of the requesting authority: Nom et adresse de l'autorité requérante :	
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Particulars of the parties*: Identité des parties* :	
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* If appropriate, identity and address of the person interested in the transmission of the document
S'il y a lieu, identité et adresse de la personne intéressée à la transmission de l'acte

☐ **JUDICIAL DOCUMENT****
ACTE JUDICIAIRE**

Nature and purpose of the document: Nature et objet de l'acte :	
Nature and purpose of the proceedings and, when appropriate, the amount in dispute: Nature et objet de l'instance, le cas échéant, le montant du litige :	
Date and Place for entering appearance**: Date et lieu de la comparution** :	
Court which has given judgment**: Jurisdiction qui a rendu la décision** :	
Date of judgment**: Date de la décision** :	
Time limits stated in the document**: Indication des délais figurant dans l'acte** :	

** if appropriate / s'il y a lieu

☐ **EXTRAJUDICIAL DOCUMENT****
ACTE EXTRAJUDICIAIRE**

Nature and purpose of the document: Nature et objet de l'acte :	
Time-limits stated in the document**: Indication des délais figurant dans l'acte** :	

** if appropriate / s'il y a lieu