

Document Service

Service in Germany – the Hague Service Convention (HCCH 1965)¹

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Brief overview

The Hague Service Convention regulates the cross-border service of judicial and extrajudicial documents in civil and commercial matters between contracting states. Germany is a contracting state. Service from abroad to recipients in Germany is carried out exclusively through the official channels provided for in the HCCH 1965. Direct postal delivery or private delivery from abroad is not permitted (Germany has objected to Art. 10 lit. a–c HCCH 1965).

1. Competent authorities in Germany

- Central authority: The Federal Office of Justice (Landesjustizverwaltung) of the respective federal state concerned (not the Federal Office of Justice/Bundesamt für Justiz).
- Operational forwarding/execution: Regularly via the locally competent local court; actual service is effected by
 - bailiffs (personal/formal delivery) or
 - formal postal service on behalf of the court (postal service order).
- Important: Private companies, solicitors, debt collection agencies or detective agencies cannot effect valid service of documents in Germany.

¹ The Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (HCCH 1965 Service Convention)

2. No "direct service" under Art. 10 HCCH 1965

Germany has lodged an objection to Art. 10 lit. a–c HCCH 1965 (postal delivery; service by "judicial officers, officials or other competent persons").

Consequence: Documents may not be served directly from abroad by post or by private "process servers" to recipients in Germany. The official route via the central authority is mandatory.

3. Translation requirements

For formal service pursuant to Art. 5, para 1, lit. a HCCH 1965, Germany generally requires that the document to be served be in German or that a German translation be attached.

Without a translation, only informal delivery in accordance with Art. 5, para 2 can be considered; the recipient may refuse this without giving reasons.

For legally secure delivery, a German translation should therefore always be enclosed.

4. Typical procedure (example: UK → Germany)

1. The requesting court or the UK central authority sends the request for service (with forms, documents and German translation) to the German central authority of the federal state concerned (The Federal Office of Justice).
2. The latter checks it and forwards it to the locally competent local court.
3. Service in Germany by bailiff or formal postal delivery.
4. Preparation of proof of service; return to the requesting authority.

Practical note 1:

- Duration: typically, several weeks to a few months (depending on the state/region, translations, determination of the delivery address, etc.).
- Costs: The central authority's services are often free of charge; expenses (e.g. bailiff/postage costs) and translation costs are incurred on a regular basis.
- Address quality: A precise, verified address significantly speeds up delivery.

5. Permissible methods of service in Germany

- Bailiff delivery (standard for HCCH 1965 deliveries)
- Formal postal delivery on behalf of the court (postal delivery order)
- Court delivery via the court office (in individual cases)

Not permitted: Delivery by private individuals (lawyers, debt collection agencies, detective agencies, etc.) with the aim of replacing formal delivery in accordance with HCCH 1965.

6. Distinction: Private Services

Detective agencies can provide supporting services (e.g. address investigation, document delivery without delivery effect, photo documentation, witness observation). These activities do not replace formal HCCH 1965 delivery and do not constitute effective proof of delivery within the meaning of the Convention.

7. Special case of the EU (note)

Within the EU, Regulation (EU) 2020/1784 on the service of documents applies.

UK ↔ Germany: Since Brexit, the HCCH 1965 applies in relation to the UK (no EU Service Regulation).

7. Special case in the European Union (note) EuZVO²

Within the EU, Regulation (EU) 2020/1784 on the service of documents applies.

UK ↔ Germany: Since Brexit, the Hague Convention Act no longer applies in relation to the UK (no Service Regulation, based on EuZVO).

Within the EU, the EuZVO sets out mandatory minimum standards that courts and authorities must observe when serving documents in other EU Member States. This is a prerequisite for the service to be effective and for the legal consequences of the service to take effect.

8. Checklist for incoming HCCH 1965 requests (Germany)

- Correct addressee: Central authority of the federal state concerned
- Complete documents including the HCCH 1965 forms
- German translation of all documents to be served

² EU Service Regulation (Regulation (EU) 2020/1784) regulates the service of judicial and extrajudicial documents in civil or commercial matters in the EU Member States.

- Complete, verified address of the recipient
 - Any special delivery requests (Art. 5, para 1, lit. a, lit. b) clearly indicated
 - Return address for proof of delivery
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Practical note 2:

For many years, Lothar Müller has been delivering documents on behalf of British and American solicitors, handling the cross-border delivery of judicial and extrajudicial documents in civil and commercial matters for British and US courts on behalf of local law firms.

The basis for this is contractual agreements on the execution. Agreements exist between the defendant or plaintiff and an authorised institution abroad (British/American law firm and/or its commissioned "process server").

If the addressee is located in Germany, the process server based abroad concludes a contractual agreement with a contractual partner based in Germany.

The partner based in Germany therefore acts as the vicarious agent of the defendant/plaintiff or the process server.

In this case, the law of the client's country (e.g. British law) applies.

The documentation of the procedure is formally described in the order. If necessary, this may also involve notarisation of the documented procedure.

In Germany, there is no specific legal provision that could be referred to for this form of order placement. Only an argument based on the "vicarious agent" pursuant to Art. 278 of the German Civil Code (BGB).

In this context, proof of the legality of the performance of a service appears to be important. For private investigators in Germany, proof of legality is provided by the commercial licence for the detective industry (in accordance with Art. 14 of the Trade Regulation Act (Gewerbeordnung/GewO), subject to supervision by proof of personal reliability pursuant to Section 30 (5) BZRG and Section 150 (5) GewO) in connection with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market. This Services Directive makes it possible to accept orders from a third country and carry them out here in Germany (with regard to the EU).

Prerequisite for the delivery of documents:

When serving documents, the applicable regulations/formalities in the country of origin must be complied with, as long as they do not violate German law.

In the United Kingdom, for example, it is recommended to follow "The Process Servers' Guide", a guide to best practice published by the Association of British Investigators (ABI).

Conclusion

The following applies to service to recipients in Germany:

no direct service, no private service – only the HCCH 1965 administrative route (central authority → court → bailiff/post office) is permitted. With a German translation, valid address and completed forms, service is reliable in practice and can be documented in a legally compliant manner.

The private service provider's tasks can be regulated by contract (standards of care, reporting obligations, documentation, liability, confidentiality).

This contractual involvement is sensible and professional – but it does not replace formal delivery by the competent German authorities.

However, private service providers (detective agencies, investigators, couriers) are permitted to do a great deal:

address verification, actual handover without delivery effect, documentation of actual receipt, photo documentation, documentation (time/place, witnesses, photo, GPS metadata, time stamp, confirmation of receipt), witness accompaniment, appointment logistics, consultation with the addressee, etc., and, if necessary, also "affidavit/statement of service", affidavit.

Coordination with the competent central authority/bailiffs (e.g. "pre-serve intel"), urgent processes (same-day/next-day on-site, weekend window) or in cooperation with the local competent bailiff is also possible.

Final note

As is well known, there are practically no international legal systems and only fragmentary EU law. As a result, the two legal systems concerned regularly clash in international legal acts. The term "service" is also commonly used in Germany, but it has different meanings and therefore different requirements and legal effects (service in civil proceedings or enforcement, service of extrajudicial but legally binding declarations of intent such as terminations or challenges, service in criminal proceedings). What is clear, at any rate, is that the Hague Service Convention can only be used in the states that have acceded to it.

It is also clear that, under German law (!), the receipt of a document (e.g. for extrajudicial, legally binding declarations of intent) can also be proven by private means with the assistance of service providers such as private investigators.

Disclaimer

15 October 2025. This article reflects the authors' views and does not constitute legal advice. The Hague Service Convention (1965) and German service of process law (in particular the German implementing act and the Code of Civil Procedure) govern; UK procedural law may apply where appropriate."