



the Conduit

20
SPRING

COUTTS
LAWYERS & CONVEYANCERS



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CALENDAR DATES

September

Saturday 5th
Sunday 6th
Monday 7th
Monday 7th
Thursday 10th
Wednesday 16th
Saturday 19th
Monday 21st
Friday 25th
Wednesday 30th

Wills Express Weekend
Fathers Day
Wills Express Night
FB Live
R U OK Day
Cuppa with Coutts Webinar
Wills Express Weekends
FB Live
School Holidays for NSW start
Cuppa with Coutts Webinar

October

Saturday 3rd
Sunday 4th
Monday 5th
Monday 5th
Monday 5th
Monday 12th
Wednesday 14th
Saturday 17th
Monday 19th
Wednesday 28th
Saturday 31st
Saturday 31st

Wills Express Weekend
Daylight Savings Starts
Labour Day
Wills Express Night
FB Live
School goes back
Cuppa with Coutts Webinar
Wills Express Weekends
FB LIVE
Cuppa with Coutts Webinar
Wills Express Weekends
Halloween

November

Monday 2nd
Monday 2nd
Tuesday 3rd
Wednesday 11th
Wednesday 11th
Saturday 14th
Saturday 14th
Monday 16th
Wednesday 25th
Saturday 28th

Wills Express Night
FB LIVE
Melbourne Cup
Cuppa with Coutts Webinar
Remembrance Day
Wills Express Weekends
Diwali
FB Live
Cuppa with Coutts Webinar
Wills Express Weekends





A MESSAGE FROM

Adriana

With Spring brings a new breath of fresh air that we haven't seen for some time. At Coutts we are hoping that the change in season can continue to bring us out of one of the most challenging years that I have ever experienced in my life. Its hard to believe it was only in October 2019 when the start of what would be one of the most damaging and terrible bushfire seasons on record. At Coutts we have continued to be flexible as well as all of our clients to the ever changing landscape and are thankful every day for the environment we have been so lucky to operate in.

During August, Coutts celebrated a milestone in opening our Camden Office. Both Karena and myself are homegrown Camden girls so it only made sense for Coutts to have a Camden Office. I must say – I have really enjoyed joining the amazing business community in Camden and I really look forward to being part of local events like Camden Show and the Jacaranda Festival in the years to come.

You may have noticed our new branding we have introduced to our social media platforms, as well as our Camden office being the first office officially branded with the new logo. There have been no drastic changes but it was time we had a freshen up – and don't fret, the purple is going NOWHERE! You will also have a change to see our new logo and refresh on our moving billboard, the buses which are famously going around town which includes the gorgeous faces of our growing team. If you see us driving by, snap a pic and share it on our social media pages – we would love to know where you spotted us! Remember though, don't snap while driving – ask a passenger or do it whilst parked!

To compliment our new branding, we have also launched our new website and I am so pleased with how it looks. We have introduced some innovative designs featuring online booking for our lawyers to ensure we are available to you when you need us. We have also produced some handy guides for you to download direct from our website, to help you along the way. I'd love to hear any feedback you might have; but I'm hoping you find it as resourceful as we do!

So the theme for us is a big refresh to go along with the season, and hoping such refresh spreads with great energy to you and all our great clients!

thank you

check out our new website 



COVID-19: Personal information in the hands of businesses

If you have ventured into a restaurant lately, you will have noticed that you are required to leave your personal information at the venue. Although most of us will have no problem leaving this information, it is important that you are informed of the obligations of cafes and restaurants with respect to your privacy and that businesses are equally informed of their obligations.

Restaurants and cafes in NSW have been ordered to collect the contact information from those visiting their premises to assist in COVID-19 contact tracing. The COVID Safe Checklist for businesses require that information provided by its patrons, workers and contractors is kept for at least 28 days. There is a requirement that such information is to be kept confidential and securely held.

The obligation on businesses to use and protect the information provided by individuals is encompassed by the Privacy Act (NSW) ("the Act"). The Act also allows those in possession of critical information to provide that information to health authorities to help manage the spread of coronavirus.

Recently, concerns have arisen where businesses have reopened in haste and have resulted to paper documentation to collect information from their patrons. A paper method, without the accompaniment of a spreadsheet or electronic database, is concerning as it may lead to a finding that the information failed to be securely held. Businesses must be seen to have taken reasonable steps to keep personal information secure.

In an attempt to assist businesses in protecting personal information, the Office of the Australian Information Commissioner has developed guidelines for businesses. The guidelines include:

- ✓ Collecting information only required by official directions and orders. Businesses are unable to request further information than what is required. At present, in NSW, businesses are only required to obtain the name and contact details such as a phone number, email address or address of individuals;
- ✓ Notifying individuals prior to collecting information. This includes what information you are collecting, what is required by law, who the information can be provided to and the purposes of collection;
- ✓ Securely storing this information. The guidelines suggest that businesses should not store this information where other customers may see it;
- ✓ Information must only be provided to the relevant authorities at their request;
- ✓ Information should be destroyed when it is no longer reasonably necessary for the purpose of contact tracing.

Please note that the above list does not substitute the information provided in the guidelines. The guidelines can be accessed [here](#).

Failing to comply with these orders is a criminal offence under the Public Health Act 2010. For an individual, a breach of this order can see a maximum penalty of \$11,000 or imprisonment for 6 months, or both imposed. A \$5,500 penalty will also apply for each day the offence continues.

For corporations, breaching this order can lead to a maximum penalty is \$55,000 and a further \$27,500 penalty may apply for each day the offence continues.

Police may also issue \$1,000 on the spot fines.



Amanda Olic
Senior Associate



Elyse Strahan
Paralegal

The largest quarterly fall in 72 years – CPI decrease and the impact on rent



The Consumer Price Index (“CPI”), is the measure in changes over time of the retail price for a basket of consumer goods and services. CPI is used, amongst other indicators, as a measure of the cost of living and economic prosperity. One of the CPI’s most common use is in fluctuating the rental price for both retail, commercial and residential leases.

Yesterday, the Australian Bureau of Statistic released the June 2020 CPI which indicated a national decrease of 1.9% when compared to the previous quarter, and in Sydney we have seen a decrease of 2.3% when compared to the previous quarter. This is only the third time since 1949 that the Australian CPI has reflected a decrease.

The Australian Bureau of Statistics names and shames the biggest contributors to the Sydney decrease as being the lower prices of fuel, a fall in pre-school and primary education as well as the Government’s free childcare initiative.

It is important to note that although the quarter decrease appears to be quite significant, the annual decrease when comparing June 2019 to June 2020, sees a national decrease of 0.3% and a Sydney decrease of 1%.

What does this mean for you?

Given that the CPI decrease has been deemed ‘the largest decrease in 72 years’, it is important to identify how the decrease can practically impact you.

One such area of concern is in commercial, retail and industrial leases. Most of these leases will include a provision for the rent to be reviewed (and normally increased) on an annual basis. Whilst in some cases the rent may increase by a fixed amount or fixed percentage, other leases will rely on the rent to increase in accordance with the increasing CPI.

The new rent will normally be calculated in accordance with a formula such as:

$$NR = OR \times (C/R)$$

where:

NR = the new rent to be paid from the date of the rent review;

OR = the old rent (or current rental amount);

C = the current CPI, meaning the CPI for the quarter immediately prior to the current review date; and

R = the previous CPI, meaning the CPI for the quarter immediately prior to the last review date.

The decreased CPI in June 2020 as compared to June 2019 will now mean that the rent will now decrease for those tenants whose lease uses the CPI method of rent review.

We have provided the following example to illustrate how this will happen:

Assuming the current rent for a leased premises in Sydney is \$40,000.00 and falls due for renewal between June 2020 to September 2020 when the next CPI is released, then given that the CPI for June 2019 was 115.9 and the CPI for June 2020 is 114.7:

Formula = $\$40,000 \times (114.7/115.9)$

New Rent = \$39,585.85

However, that is not to say that all leases with a review date between June 2020 and September 2020 will experience a decrease in rent. This will only be the case for any lease which has the following features:

- ✓ The rent review date falls between June 2020 – September 2020.
- ✓ The rent review method uses CPI to calculate the new rent.
- ✓ The lease does not contain any clause to prevent the rent decreasing (also known as a “rent ratchet” clause). These rent ratchet clauses are prohibited in a retail lease but will often appear in commercial leases.

Practical Steps:

Unfortunately, it is impossible to cater for every economic event when drafting a lease, and the events we have experienced so far in 2020 have demonstrated that.

If you are a landlord or a tenant, it is important that you undertake a review of your lease to determine whether the latest CPI will affect your obligations. We suggest that you review your current lease for the following:

- ✓ To determine whether the CPI will affect the rent you receive;
- ✓ To determine whether the Sydney or Australian CPI will affect your lease; and
- ✓ To consider whether there is any rent ratchet clauses prohibiting any decrease in the rent.

For more information on the CPI, see below link to Australian Bureau of Statics Media Release:

<https://www.abs.gov.au/ausstats/abs@.nsf/Latestproducts/6401.0Media%20Release1June%202020?opendocument&tabname=Summary&prodno=6401.0&issue=June%202020&num=&view=>



Kaisha Gambell
Senior Lawyer



Elyse Strahan
Paralegal



Employment Law – A wave of Redundancies

KEY TAKE OUTS

As we move through Covid19 we are seeing an increase in redundancies. So, what is a redundancy and what are the requirements. Knowledge is power after all and if you are an employer you need to ensure it is a “genuine redundancy” as defined under the Fair Work Act 2009 (Cth). You must follow the requirements to ensure you can satisfy that it is genuine. If you are an employee you need to understand what it looks like on the receiving end.

An unfair dismissal cannot be made if the dismissal was a case of genuine redundancy. A genuine redundancy is when the employer no longer requires the person's job to be performed by anyone because of changes in the operational requirements of the employer's business/company and the employer had complied with its obligations under the relevant award or enterprise agreement.

A dismissal is NOT a case of genuine redundancy if it would have been reasonable to redeploy the person within the organisation. We see this as a common issue due to lack of consultation.

The employer must prove it has complied with section 389 of the Fair Work Act 2009 (Cth). If the requirements are not met then the Fair Work Commission must determine if the dismissal was unfair.

What are the obligations under s389 of the Fair Work Act 2009 (Cth)?

Firstly, ask yourself is the job still available? If not then it is more likely a genuine redundancy. If yes and the role has been replaced due to reshuffle of staff or the Company's need to downsize, depending on the parts of s389 of the Fair Work Act 2009 the redundancy may not be genuine.

There is an obligation to consult with the employee about the redundancy. This is a common mistake made and there is an obligation on employers which is set out in many awards and enterprise agreements as to the consultation process. Make sure you consult the applicable Award or enterprise agreement.

The employer must then satisfy that it would have been unreasonable in all of the circumstances for the person to be redeployed within the business or enterprise or any associated entity. If consultation does not occur then it is likely redeployment was not considered at all.

There may also be prohibited reasons such as pregnancy, discrimination or other general protections of the Fair Work Act 2009. You should always seek advice if you are unsure of your legal rights.

What are the time limits?

You must within 21 days of your letter of termination or redundancy lodge an Unfair Dismissal Application with the Fair Work Commission. There are provisions for an extensions of time in limited exceptional circumstances but you should always try and lodge in the time frame to avoid your claim been struck out.

The Employer has 7 days to lodge a Response and usually the matter is referred for Conciliation within 6-8 weeks.

If the matter remains unresolved the employee can elect to move to the Fair Work Commission hearing process. This is where you can gather more evidence to support your claim such as statements and proof documentation.

Do I have to consult?

You must establish whether there is a need to consult. The obligation arises when the employee is covered by a modern award or enterprise agreement which contains the requirement. If you are a high income earner employee a modern award will not apply and as such there is no obligation to consult. You may have other avenues under unfair dismissal and should seek advice.

Unfortunately, if there is no modern award or enterprise agreement that applies, there is no legislative requirement to consult about the redundancy before a decision is made to make an employee redundant.

If an employer does not comply with any relevant obligation in a modern award or enterprise agreement to consult about the redundancy, the redundancy will not be deemed genuine. There is no definite obligation to consult but the employer must fulfil its obligations under the relevant award or enterprise agreement if the dismissal is to be considered as genuine redundancy.

The Fair Work Commission has the ability to assess whether the criteria under S389 of the Fair Work Act 2009 has been met including “any other matters that the commission considers relevant” as set out in s387 (h) of the Fair Work Act 2009.

However, it should be noted that the failure to consult may not automatically render it not a case of genuine redundancy if in circumstances that a consultation was highly unlikely to have negated the operational reasons for the dismissal or lead to any other substantive change. There is relevant case law to this effect.

Given the complexity of redundancy and the increase in cases of redundancy it is important to seek advice before you take steps which could lead you to Fair Work. Please contact one of us to assist you in the process and get the best outcomes for your situation.



Karena Nicholls

Partner

Big Boost For First Home Buyers And Construction Industry As Stamp Duty Slashed

NSW State Government releases further stamp duty exemptions for First Home Buyers purchasing Vacant land or new houses.

In summary the State Government has announced further stamp duty exemptions for First Home Buyers purchasing:

- ✓ New Home; or
- ✓ Vacant Land

Whilst stamp duty exemptions are already in place for first home buyers, the NSW government has increased the threshold as follows:

- ✓ New home: increased the threshold from \$600,000 to \$800,000 - no stamp applies;
- ✓ New home: increased the threshold from \$800,000 to \$1million - concessional stamp duty relief
- ✓ Vacant land: increased the threshold from \$350,000 to \$400,000 - no stamp duty applies; and
- ✓ Vacant land: increased the threshold from \$400,000 to \$500,000 - concessional stamp duty relief.

Existing houses - for first home buyers, stamp duty relief applies as normal.

The \$10,000 NSW state government grant still applies to First Home buyers buying new houses up to the value of \$600,000.

Please read the following guide. If you need any assistance please **contact** the team at Coutts.

[Click here to download the guide.](#)



Adriana Care
Managing Partner

First Home Loan Deposit Scheme – Further scheme places to be released

As of the 1 of January 2020, the Federal Government launched the 2020 First Home Loan Deposit Scheme (Deposit Scheme) to assist first home buyers to enter the property market.

To initiate the Deposit Scheme the Federal Government released 10,000 scheme places for the current financial year ending 30 June 2020. The Federal Government has also confirmed that as of the 1 July 2020 another 10,000 scheme places will be released to eligible first home buyers.



KEY TAKE OUTS

- ✓ Are you a first home buyer looking to Purchase?
- ✓ Are you struggling to save 20% to purchase your first home?
- ✓ Are you eligible to any deposit benefits?

The Deposit Scheme allows eligible first home buyers to purchase a property with as little as a 5% deposit, without the requirement to take out lenders mortgage insurance. Without the Deposit Scheme buyers are required to have 20% saved and without the same, a buyer is then required to obtain lenders mortgage insurance.

Under the Deposit Scheme, the Federal Government guarantees the difference between what the first home buyer has saved and the 20% threshold with the lenders.

Unfortunately, not all lenders are parties to the Deposit Scheme, therefore depending on the lender you may not be able to apply for the Deposit Scheme. Both Commonwealth Bank of Australia and National Bank of Australia have been selected as the two major lenders to participate in the scheme with a total allocation of 5,000 places shared between both lenders. The remaining 5,000 places will be shared amongst other smaller lenders.

In addition to the limited places available, the Federal Government has released a criteria each applicant needs to meet to be able to apply and be eligible for the Deposit Scheme. The criteria includes but not limited to the following:

1. Income

- a. Individuals must have earned less than \$125,000 in the last financial year
- b. Couples must have earned less than \$200,000 in the last financial year.
Couples must be married or in a de-facto relationship to be eligible

2. Property ownership

- a. All applicants must be first home buyers and must not have owned or had an interest in property in the past or currently

3. Minimum age & Citizenship

- a. All applicants must be at least 18 years old year
- b. All applicants must be Australian Citizen

4. Deposit requirement

- a. Applicants must have saved a deposit between 5% and 20% of the property's value

5. Owner-occupier requirement

- a. The Deposit Scheme is only applicable to properties being purchased for owner-occupier, not for investment purposes
- b. Applicants when purchasing the property will need to:
 - i. move into the property the later of, six months from the date of settlement or six months from the date an occupation certificate is issued, and;
 - ii. continue to live in that property for as long as the loan forms part of the Deposit Scheme.

In addition to the above criteria an applicant needs to meet to be eligible for the Deposit Scheme, the Federal Government has also applied thresholds to the value of the properties being purchased. Depending on the location and state of your property different thresholds will apply.

Therefore, as of the 1 July 2020 the Federal Government will release an additional 10,000 places for the deposit scheme. The places are limited and subject to a strict criteria for both applicants and the property. If you are a first home buyer, looking to purchase your first home and enter the property market, now is the time to do so.



Angela Lizzi
Lawyer

Child Support – Do I need to pay school fees on top of child support?

KEY TAKE OUTS

- ✓ Child Support is designed to ensure that children receive a proper level of financial support from their parents.
- ✓ Parents are able to choose whether they would prefer to have the amount of Child Support assessed by the Child Support Agency, or alternatively they can come to their own private agreement.



What is Child Support?

In Australia, Child Support is governed by the Child Support (Assessment) Act 1989 (Cth) (“the Act”), which notes that the object of the Act is to ensure that children receive a proper level of financial support from their parents. When parents have separated, in some instances, it is necessary for one parent to assist the other financially to ensure that the needs of the children are being met. This payment is called Child Support.

Who has to pay Child Support, and who can receive Child Support?

In assessing whether Child Support is payable, or whether you are eligible to receive Child Support, it is important to know each parent’s current income, and how often they look after child/ren. You will be liable to pay Child Support when your percentage of care of the child/ren is less than your share of the combined income. You will be eligible to receive Child Support when your percentage of care of the child/ren is more than your share of the combined income. For example, if you currently have care of the child/ren for 7 nights per fortnight and earn 25% of the combined income, you will be eligible to receive Child Support.

Are there options available?

Parents are able to choose whether to have their Child Support rights and obligations assessed through the Child Support Agency, or they can choose to come to their own private arrangement.

How much do I need to pay if I choose to go through the Child Support Agency?

If the parties choose to go through the Child Support Agency, they will determine the amount payable using a formula detailed in the Act. The formula takes into consideration the number of children, the age/s of the child/ren, the income of each parent and each parents’ share of the care of the child/ren.

Once the amount is determined by the Child Support Agency, the parties will then need to choose how the Child Support will be paid/received. Parents can choose to have the Child Support automatically collected by the Child Support Agency and transferred directly to the receiving parent, or they can choose private collection and arrange payment privately.

Do I also need to pay school fees, uniforms, school excursions, extra-curricular activities if our child support is assessed through the Child Support Agency?

Child Support as assessed by the Child Support Agency is designed to cover all aspects of the financial needs of the child/ren. Any school fees, uniforms, school excursions, extra-curricular activities are included in this payment. It is the responsibility of the parent receiving the payment to allocate the funds to the needs of the child/ren. The parent paying Child Support is not obliged to pay any further expenses in relation to the child/ren, although they may wish to do so.

What do I need to do if we decided on our own agreement?

If the parties choose to come to their own arrangement, it is open to them to agree on any amount they wish. Although there is no requirement that the arrangement be formalised, they do have the option of entering into a Binding Child Support Agreement or a Limited Child Support Agreement. Both Binding Child Support Agreements and Limited Child Support Agreements cover periodic and non-periodic payments. Periodic payments are regular payments of the same amount to cover the financial expenses involved in caring for the child/ren. For example, the agreement may be to pay \$350 per week, which will be used to cover the day-to-day expenses such as food and clothing. Non-periodic payments relate to the payment of, or contribution towards, expenses such as school fees, school uniforms, extra-curricular activities, medical expenses and dental expenses.



Lara Menon
Lawyer

What is the difference between a Binding Child Support Agreement and a Limited Child Support Agreement?

Parties entering into a Binding Child Support Agreement are required to obtain independent legal advice. The Binding Child Support Agreement contains a certificate stating that, in accordance with the Act, the parties have been provided independent legal advice in relation to the Agreement, which must also be signed by the Lawyer. The Binding Child Support Agreement will not be considered binding without these certificates. Unlike Limited Child Support Agreements, there is no requirement that the parties entering into a Binding Child Support Agreement complete a Child Support Assessment, or that the party receiving child support have at least 35% care of the Child/ren. There is also no restriction on the amount of Child Support payable, and the parties are at liberty to come to their own arrangement.

It is important to note that one of the limitations in entering into a Binding Child Support Agreement is that it will not take into consideration a change of circumstances in the future. For example, where one party remarries, or their income changes substantially, it is not open to amend the Binding Child Support Agreement to take these changes into account.

Limited Child Support Agreements do not require the parties to obtain independent legal advice and do not require the signature of a Lawyer. However, we recommend that parents seek independent legal advice, so they are aware of their rights and obligations in relation to Child Support before entering into an agreement. Before a Limited Child Support Agreement will be accepted by the Child Support Agency, the parties must have completed a Child Support Assessment. The amount payable in the Limited Child Support Agreement must be equal to, or more than, the amount contained in the Child Support Assessment. In addition, there is a requirement that the party receiving Child Support must have at least 35% care of the Child/ren.

OUT AND ABOUT WITH COUTTS

Social Distancing Edition



A Wine with...

Amanda



Profile

Position: Senior Associate

Location: Narellan, NSW

Area of Practice: Commercial Law

Q: How would you describe yourself in two words?

A: Determined and creative.

Q: What would your best friend say is your best quality?

A: My willingness to help everyone even if it's to my own detriment!

Q: My favourite motto / mantra is:

A: If you bite off more than you can chew, keep on chewing!

Q: My pet peeve is:

A: Rude people.

Q: On the weekends you can find me:

A: With my family or in the kitchen, or both!

Q: The last book I read was:

A: A controversial book about living a good life, the title of which is omitted for obvious reasons.

Q: The top 3 most used emoji's on my phone are:

A: Heart, crying laughing face and facepalm.

Q: My favourite movie of all time is:

A: I can't decide between Home Alone and Mrs Doubtfire.

Your Questions Answered



WE SEPARATED 15 MONTHS AGO, BUT THERE WERE A FEW WEEKS WHEN WE GOT BACK TOGETHER TO TRY AND SORT THINGS OUT. CAN WE STILL GET DIVORCED?



It is very common for people to get back together for short periods of time after a separation. If this has happened to you, the separation is 'paused', but continues again if you separate once more.

For example, Sarah and John have been separated for two months. They decide to try and work things out. They get back together for six weeks. At the end of the six weeks, they decide to separate once more. At the end of that six weeks, John and Sarah have only been separated for two months. The period of separation continues from there.



WHAT IS THE DIFFERENCE BETWEEN A POWER OF ATTORNEY AND ENDURING GUARDIANSHIP?



A power of attorney is a legal document which allows an individual (known as the principal) to appoint another person (known as the attorney) to make decisions about your financial property and manage your financial affairs. An enduring guardianship is a legal document that allows you to appoint another person to make decisions on your behalf regarding your medical, health and lifestyle decisions when you lose mental capacity.



THERE IS A DEVELOPMENT POPPING UP NEXT TO ME WHAT CAN I DO?"



We have prepared submissions to Council on behalf of a client in relation to a proposed development on the neighbouring property which was an overdevelopment of the site and also not a lawful use of the site. The development proposed to turn a small block of units into a multi-dwelling site that was not in keeping with the heritage and landscaping and tourist attractions for the picturesque location.

We await an outcome but hope that the development will be rejected by Council.



WHAT SHOULD I DO WHEN SIGNING A CONTRACT?



Be sure you have read and understood the entire contract. If you do not understand it, don't sign it until you do understand it.

Be sure everyone signs & dates the final page.

Be sure everyone initials & dates each page of contract.

Contract pages should have numbering "1 of xx pages".

Be sure all warranties etc that are incorporated by reference are attached to basic contract.

If the contract is a form contract, *all* entries must be filled out (if the space does not apply use "NA" etc).



WHAT CAN I DO IF SOMEONE BREACHES A CONTRACT?



Most contracts are enforced in court. If the other party breaches the contract, you can go to court to try to collect damages or obtain 'specific performance'. However, some contracts have an arbitration clause which requires any disputes to be arbitrated by a neutral party.



WHAT INSURANCE WILL I NEED IF I AM BUYING A HOUSE?



If you are buying a home unit, a certificate of currency should be obtained from the body corporate's insurer to make sure the property is adequately insured. Your lender requires details and proof of this on or before settlement. If you are moving into the property before settlement, the seller would probably want to make a special arrangement whereby you are responsible for insurance from the time you take possession.

JobKeeper Payment Summary

In response to the economic difficulties Australian businesses are facing amidst the fallout of Coronavirus, the Australian government announced a support package to assist businesses to keep their workers employed –the JobKeeper package. JobKeeper had an initial running period of 30 March 2020 to 27 September 2020, and more recently, has been extended to operate for two further extension periods, running from 28 September 2020 to 3 January 2021 (extension period one) and from 4 January 2021 to 28 March 2021 (extension period two). Businesses must first meet a decline in turnover test to become eligible and receive JobKeeper, to then pass onto their eligible employees.

Summarised below are the key features of the JobKeeper program. Further detail of the program, and the recent changes, can be found [here](#).

Dates/Period	Initial Period 30 March 2020 to 27 September 2020	Extension Period One 28 September 2020 to 3 January 2021	Extension Period Two 4 January 2021 to 28 March 2021
Decline in Turnover Test (businesses are required to meet to be eligible)	<ul style="list-style-type: none"> ✓ 50% for a business with an aggregated turnover of more than \$1 billion (annually) ✓ 30% for a business with an aggregated turnover of \$1 billion or less (annually) ✓ 15% for a charity registered with the Australian Charities and Not-For-Profits Commission 		
The period in which the decline in turnover test is applied & the GST figure that is compared PaymentSum (per eligible employee or business participant, per fortnight)	The relevant month or quarter that the business is claiming JobKeeper for. Comparing figures of projected and actual GST turnover.	Businesses are required to meet the decline in turnover test for the September 2020 quarter. Comparing figures of actual GST turnover in September 2020 quarter with comparable 2019 quarter.	Businesses are required to meet the decline in turnover test for the December 2020 quarter. Comparing figures of actual GST turnover in December 2020 quarter with comparable 2019 quarter.
	\$1,500.00	<ul style="list-style-type: none"> ✓ \$1,200.00 for employee that works ≥ 20 hours per week ✓ \$750.00 for employee that works ≤ 19 hours per week 	<ul style="list-style-type: none"> ✓ \$1,000.00 for employee that ≥ works 20 hours per week ✓ \$650.00 for employee that works ≤ 19 hours per week
Employee eligibility tests	<p>Generally, employees are required to meet the below as at 1 March 2020 or 1 July 2020 (from 3 August 2020):</p> <ul style="list-style-type: none"> ✓ Currently employed as a full-time, part-time or fixed term employee, or, a long-term casual employee (working on a regular and systematic basis during a 12-month period); and ✓ Aged 18 years of older, or, aged 16 or 17 and classified as 'independent' and not undertaking full time study; and ✓ An Australian resident; ✓ Not in receipt of a JobKeeper payment from another employer; and ✓ You are not in receipt of parental leave pay, dad or partner pay or receiving workers compensation as a result of a total incapacity to work. <p>Please note other exclusions and tests apply - https://www.ato.gov.au/General/JobKeeper-Payment/In-detail/JobKeeper-tests/</p>		

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Adriana Care
Managing Director



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