

the Conduit

21
WINTER



COUTTS
LAWYERS & CONVEYANCERS

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CALENDAR DATES

June

Monday 14th
Friday 18th
Friday 25th
Monday 28th

Queen's Birthday Public Holiday
Turning Point BBQ
Take your Dog to Work Day
FB Live 8pm

July

Friday 16th
Friday 23rd
Monday 26th

Turning Point BBQ
Pyjama Day
FB Live 8pm

August

Friday 20th
Monday 23rd

Turning Point BBQ
FB Live 8pm



A MESSAGE FROM

Adriana

Welcome to the Winter edition of our newsletter where we've started to experience the icy mornings; not wanting to get out of bed and reluctantly reaching for the hose to get the ice off our car windscreens. We all are very excited to get back to a normal season off Winter Sport and take this as our timely reminder to continue following the COVID-19 Safety Guidelines to ensure no interruptions to our sporting season! Good luck to all of our teams!

It has been an exciting few months here at Coutts, with the opening of our Wollongong office at 1/25 Atchison Street, Wollongong. By expanding our offices, we hope to be more accessible and provide more assistance to our communities. With this, you may have noticed on our social media outlets that we have welcomed some new staff members to all of our divisions; and they look forward to meeting all of our wonderful clients in the months ahead.

At Coutts we provide legal help in the following areas:

- ✓ Property Law & Conveyancing
- ✓ Wills & Estates
- ✓ Commercial Law
- ✓ Family Law
- ✓ Employment Law
- ✓ Injury Compensation
- ✓ Criminal Law
- ✓ Government Law
- ✓ Immigration Law

We continue to strive to put our people first, and our reputation as the legal business of choice in the Macarthur Community is recognised by our many awards. Coutts bring a personal approach to the law and will sit down, listen, and understand your situation on an individual basis.

We have been busy attending and hosting events and recently attended the Escabags event for people going through domestic violence. Escabags provide necessary items for women and men with children trying to escape a difficult situation. The theme of the event was the mad hatter's tea party and really was a great night for such a fantastic cause. We look forward to attending more Escabag events in the future.

We also recently hosted an in-house Biggest Morning Tea for our staff members; where all proceeds go to Cancer Council Australia. Almost 10 million people pass away from Cancer each year which is a staggering number.

Aside from this, Coutts is as exciting and as crazy as ever. It is so nice to be out and about networking with our colleagues, referral partners, and local communities; seeing our wonderful sponsorships and partnerships play out with our many local winter sports starting up. We are looking forward to many more events and the start of many charitable functions, which we are excited for more than ever to be a part of. Look out for us and come and say hi to myself and the team or call us on 1300 268 887, we're always happy to help.

thank you

check out our new website 

Shared Equity Arrangements

Are you a first home buyer buying with a non-first home buyer, but still want to claim the benefits of the First Home Buyers Assistance Scheme?

Good news, you may still be eligible to claim the benefits of the First Home Buyers Assistance Scheme.

Revenue NSW has some great incentives for first home buyers when purchasing their first home, however not every first home buyer can afford to purchase on their own.

If you are looking to purchase as a first home buyer to receive the First Home Buyers Assistance Scheme benefits, however, cannot afford to do this on your own, you may be still eligible to claim the benefits by doing a Shared Equity Arrangement.

A Shared Equity Arrangement allows you to purchase your first home with a non-first home buyer and still claim the benefits of an exemption or concession of stamp duty.

Here is how it works;

A first home buyer is able to purchase either a new home or vacant land with a non-first home buyer, who is not either their spouse or partner, in order to claim the first home buyers benefits.

The first home buyer must own at least 50% of the property in order to be eligible for the first home buyer benefits.

The first home buyer will receive either an exemption or concession of stamp duty,

depending on the purchase price, on their share of the property.

The non-first home buyer will not receive the same benefits on their share of the property, they will be required to make payment of stamp duty based on the purchase price of the share they own of the property.

Here is a recap:

In order to be eligible to claim the benefits of the First Home Buyers Assistance Scheme under a Shared Equity Arrangement:

- ✓ You must have not owned property previously;
- ✓ You must be purchasing either a new home or vacant land;
- ✓ You must purchase with a non-first home buyer, who is either not your spouse or partner;
- ✓ You must own at least 50% of the property.

Please note that a Shared Equity Arrangement cannot be used when Transferring names on the title. You must be acquiring property in order to apply for a Shared Equity Arrangement, you will not be eligible should you be transferring names on the title.



Christine Johnsen
Licensed Conveyancer



I want to Lease a Property But it's Not Ready yet, can I Enter an Agreement with a Tenant or Landlord?

What is an Agreement for Lease?

If you are entering into a lease where the building is not yet constructed or if there are significant fit-out works to be done, it is likely that you will be asked to enter into an Agreement for Lease in addition to the lease.

It is often the case that people ask 'What is the difference between an Agreement for Lease and a lease?' and

'Why do I need both documents?'

The simple answer is- yes. The Agreement for Lease ensures that the parties are financially and legally protected and that the terms are agreed, locking the parties into the proposed lease so both parties can ensure they are happy to commit to their obligations.

Agreement for Lease

If the tenant cannot occupy the premises immediately or the lease is conditional upon certain events occurring, an agreement for lease is needed to bind the parties to the promise to enter into the lease.

A lease will only bind the parties on the commencement date of the lease, where the tenant is granted a right to occupy the premises.

For example: if the landlord is not yet the owner of the property, but is currently purchasing the property they want to rent to the tenant, an agreement for lease would ensure that on the date of settlement, the landlord **MUST** lease the property to the tenant and the tenant **MUST** enter into the lease.

When do you require an Agreement for a Lease?

As mentioned above, an agreement for lease is primarily used for transactions where the tenant cannot yet occupy the premises such as:

- ✓ The landlord is not the owner of the land (but will be in the near future);
- ✓ The premises are not yet built;
- ✓ The tenant needs to obtain approval from Council as to permitted use;
- ✓ Extensive fit-out works need to be done.

It is important to ensure an Agreement for Lease is entered into in the aforementioned circumstances to protect the interests of the landlord and tenant, creating a binding intention and obligation that the parties must enter into the lease once the conditions in the Agreement for Lease have been met.

Similarly, the Agreement for Lease is a great tool to document agreements regarding fit-out costs, conditions to enter the lease and any other agreement or obligation that has been made which would fall outside the lease commencement date.



Elyse Strahan

Law Graduate



The Coutts Recipe for Your Perfect Will

The necessary ingredients for a Will that ticks all the right boxes. Remember, there are some ingredients that are optional, some can be measured differently and the wishes for each individual will be as desired.

We all have one or two (maybe more!) treasured family recipes that we hold dear. Just the thought of that special recipe ignites your senses and conjures fond memories of childhood. Yum, yum! The smell of Nanny's special jam centred biscuits or Nanna Mollie's traditional baked dinner. There's nothing quite like it.

Similarly, there's nothing quite like a Coutts carefully drafted Will with that extra cherry on top!

My Mum's famous sausage roll recipe is the talk of the town, but... I'm sure your Mum's might be too?

Much like Mum's sausage rolls, each Will is different but is the best of its kind for the will-maker. This is where the Coutts Family Recipe makes all the difference with achieving your intentions and detailing your unique wishes. Each individual family has its own network, its own highs and its own struggles.

"Well, what are the ingredients?", I can hear you ask.

Ingredients

1 Teaspoon of Revocation

Foremost, the recipe calls for an appetizing revocation clause. This is the crucial ingredient to ensuring that your intentions, as prepared in this Will, are the wishes that are carried out.

1 to 3 Tablespoons of Organisation

1 to 3? Why the variation? Well, much like 'wine to taste' in your Spaghetti Bolognese... The rule of executors is similar – to taste. We would usually recommend having three executors for that nice balance. Where one executor is unwilling or unable to act, the next executor can provide that added punch and

so on. However, it is entirely dependent on your individual situation. This ingredient is specifically added to ensure that your executor(s) is empowered to undertake the roles which fall under the umbrella of 'executor' and most importantly properly carry out your wishes.

2 Cups of Fairness

Fairness – what is your idea of fairness? Are you and your partner married, own your home and are yet to have children? Are you single and have a close family who you hold dear? Do you have 3 children, 4 chickens, a dog, a cat and a turtle!?

2 cups of fairness will go a long way in your Coutts Family Will. Most often the equal splitting of assets among children is the starting point for a standard (but perfectly seasoned) Will. These two cups of fairness allow for specific gifts and three or more tiers of beneficiaries – where if one beneficiary does not benefit then it will pass to the next.

A lot of side pieces make up fairness in your Will and must be carefully curated. Real property can be one of those little chilli 'kickers', that packs a real punch. If you own property with a friend or partner, we must consider how you hold that property whether jointly or as tenants in common and add in a 'cup' or two specifically entailing this, dependent on your response.

1 Cup of Trust

When we say 'trust' in this recipe we mean a trust fund. A trust will be optional in your Will dependent on the age and capacity of your beneficiaries. If your beneficiaries are minors, you may wish for your executor to set up a trust fund for the benefit of your minor beneficiaries when they reach a certain age. Most often people feel the age of 21 is the best time to release the trust monies to the beneficiary. Again, this is optional and perhaps your beneficiary may need their gift sooner.

1 Tablespoon of Guardianship

Guardians of Minor children is a further necessary ingredient if you have young children. Is there a person(s) who you trust and would prefer your child(ren) to live with if something happened to you and your partner? This tablespoon of guardianship is a suggestion of who you would like to step into your shoes.

A Sprinkle (or more) of Kindness

We all know kindness goes a long way! We also know that sometimes family recipes do not use metric measurements, but instead come in sprinkles and handfuls.

Our Coutts Family Recipe allows for a sprinkle, a dash or handfuls of charitable gifts – at your direction. If you have a charity which you commonly donate to and care greatly about we can add specific directions to gift a sum of money towards the support of their hard work.

1 Tablespoon of Funeral Wishes (optional and as preferred)

Hesitant to spoil or cooking flow, I was apprehensive of including this last ingredient. However, I find this ingredient provides peace of mind for me particularly. Now, I know it's not something we often think about, nor want to think about and it is completely optional. The option to have your funeral wishes included in your Will is something that can help take a hint of pressure off your family when deciding which decision to make. If you have a special place, religious belief or have dedicated your life to a specific scientific study, your Will can be customised to direct your family or loved ones to attend a place which you hope they will sit at and remember you.

Method

Once you have sat down with the Head Chef of your Will at Coutts, with your ingredients carefully selected and portioned out, we blend them all seamlessly together. The decisions of what specific portions of each ingredient is required in your will can be tricky. Wills are not always straight forward, 'cookie cutter' recipes and often require these key ingredients to be pondered on and tweaked. Much like Mum's pavlova recipe, you need the perfect balance for your Will to stand strong once out of the oven and ready to top with fresh fruits and passionfruit syrup.

Passion fruit syrup? Well, that's the last ingredient that goes on top of your pavlova! This special ingredient is all in the art of finalising your Will. You will require two independent witnesses, both over the age of eighteen, who use the same coloured pen and know exactly where to sign on that dotted line.

Shelf Life

The Coutts Family Will has an indefinite shelf life! It will be stored for you in a safe and secure place where no pesky ants can attack. If drafted and executed following the Coutts Family Will, it should stay fresh for many years to come. NOTE: As your life changes so should your Will!



Charlotte O'Connor

Lawyer

Contract Disputes – Know Your Rights

Being a business owner, or engaging a business for professional services or goods, usually involves the signing of a contract or agreement to outline expectations and obligations of each party. Contracts are helpful to eliminate any potential issues due to uncertainty of terms arising in the future.

Unfortunately, contract disputes can arise as a result of differing interpretations or contested terms of the contract, changes to the contract and the obligations or expectations under it, or a failure (or anticipated failure) to perform a contract term. Contract disputes can arise between a variety of different parties, including (but not limited to):

- ✓ Suppliers and retailers
- ✓ Businesses and customers
- ✓ Business partners
- ✓ Contractors and subcontractors
- ✓ Business to business
- ✓ Landlords and tenants

When this occurs, we recommend engaging a qualified and experienced legal team, such as [Coutts' dispute resolution team](#), as soon as possible to negotiate a resolution and potentially keep the contract on foot.

If it is not possible, or practical, to keep the contract ongoing, you may need to consider whether the contract needs to come to an end. Bringing a contract to an end has significant legal ramifications, and we do not recommend doing so until you have received tailored legal advice as to the effect of termination or rescission of your contract.

A breach of a contract term, rescission of a contract, or termination of a contract can all give rise to damages in the contract (which means money awards to the aggrieved party). This short guide will explain this, and the associated elements, in a general nature.



What is a contract?

In order to prove a breach of a contract term, rescission of the contract, or termination of a contract, you must first show that a contract existed.

For a contract to exist, and to be legally binding, there are various basic elements that need to be met. Importantly, a contract does not need to be in writing for it to be legally enforceable – a valid and binding contract can be formed verbally.

Generally, an enforceable contract requires the following elements:

1. An offer has been made by one party to the other;
"I will buy that car for \$10,000. I will pay you the \$10,000.00 when you deliver the car to me. Here is the agreement noting this."
2. The offer has been accepted by that party;
"ok, I agree to selling you my car for \$10,000.00, and to accept the payment when I deliver the car to you on Monday. Here is the signed agreement".
3. Consideration has been given; and
This is the feature that distinguishes a bargain from a gift. It is the 'price' that each party asks of the other in return for entering into the agreement. In the above scenario, it is the promise to pay the money by the first party, and the promise to deliver the car by the second party.
4. The parties intended to create a legal relationship.
This is assumed in commercial relationships and transactions, and in written agreements, however, this can be less clear when dealing with transactions between family members, friends, and of course when dealing with verbal agreements (instead of a written agreement).

Breach of contract

Contracts are made to be performed, not broken. When a contract is broken, the usual remedy is 'compensatory damages' (meaning an order for one party to pay the other party money). Other remedies, such as specific performance or injunctions may also be available (however these are only awarded at the court's discretion). As a general summary, the rights available to the innocent and aggrieved party depends on a number of factors, and may include:

- ✓ Payment of compensatory damages;
- ✓ Enforcing the party to perform their obligations under the agreement;
- ✓ Recovering an agreed amount that is owed under the contract; and
- ✓ Exercising the right to terminate the contract.

This short guide will focus on compensatory damages only.

The purpose of an order for damages for a broken contract is to compensate the aggrieved party for the defendant party's wrongdoing. The amount of compensation is assessed so that the aggrieved party is **put in the same position as if the contract had been performed.**

To be awarded an order for damages for breach of contract, there are again various elements that must be demonstrated to the court. These are:

1. That the plaintiff (the aggrieved party) has a 'cause of action'.
It must be shown that a) a contract was in place, and b) that contract has been breached.
2. That the defendants (the wrongdoer) breach has injured, or caused a loss, to the plaintiff. This is the 'element of causation'.
It must be shown that the loss suffered, was in fact, caused by the defendants' breach of contract. The traditional view, and the general rule of thumb test, is to ask: "but for" the defendant's wrong, would the plaintiff have suffered the loss?
3. That the loss suffered by the plaintiff is not too remote. This is the 'test of remoteness'.
It must be shown that the loss is such that it would be fairly, reasonably, and naturally arise in the usual course of things as a result of the breach of contract.
4. That the plaintiff has not breached their duty to mitigate unnecessary loss.
A plaintiff has an obligation to take reasonable steps to reduce loss and to avoid unnecessary losses.

Conclusion

A breach of contract, or contract dispute, can be a daunting and frustrating experience. Disputes of this nature can cause significant financial strain for those involved, not to mention stress and unease. If you are involved in a contract dispute, it is essential to [seek professional advice](#) as early as possible so you can understand your rights, what you are entitled to, and what action can be taken.

Our disputes resolution team are experienced in a broad range of contract disputes and are focused on providing you with straightforward, practical advice. Our disputes resolution team can assist you with all forms of dispute resolution, whether it be negotiation, mediation, arbitration or court proceedings.

Breach of contract or contract dispute? We can help.

Contract disputes can be extremely frustrating and can become unnecessarily prolonged and delayed if not dealt with efficiently and effectively. Coutts' disputes resolution team have the necessary experience and skills to assist you with all types of contract disputes, and to help you reach a resolution that is both commercial and practical for all parties involved.



Allyce Silm
Senior Lawyer

Workplace Sexual Harassment: A Reform is on its Way

What a whirlwind the last few weeks has been in the media regarding sexual harassment in the workplace. It highlights the need for change in an urgent and immediate way to protect persons subjected to sexual harassment.

Under the proposed changes, sexual harassment will be grounds for dismissal from a workplace, and the Sex Discrimination Act will be extended to include Judges and MPs. This comes off the back of serious allegations in the Parliamentary sector and other sectors that are coming to light.

It is anticipated that conduct of sexual harassment will be added to the definitions as part of the definitions of serious misconduct of the Fair Work Act 2009.

There will also be an extension under the Human Rights Act to allow victims 2 years rather than 6 months to bring a complaint.

It is important to note that politicians, judges will no longer be exempt, closing an important loophole that for too long allowed powerful people in the country to be above the law.

The new laws will open up the ability for victims to seek justice in a straightforward route rather than the current limited and difficult route that exists.

All employers have a responsibility in the workplace under the Work Health and Safety Laws to create a safe, healthy and respectful workplace.

SafeWork Australia released in January 2021 a detailed document that outlines what is workplace sexual harassment, what might it look like, impacts and prevention within a workplace. It is important that employers implement policies and procedures relating to sexual harassment as part of the induction, training and review of employees.

[Click here to go to the SafeWork Australia web page.](#)

If you need help to set up employment contracts and policies, we at Coutts can help you ensure your business is compliant with the laws.



Karena Nicholls
Partner



Superannuation: Does Super Form Part of Your Pot of Gold?

KEY TAKE OUTS

- ✓ Forms, regulations and legislation galore! Did we mention your Superannuation too?
- ✓ Does Superannuation automatically form part of your estate on your passing?
In short, no it does not!
- ✓ Meet with us via Zoom for your initial Estate Planning Appointments. If you hope to finalise your Estate Planning by video conference get in quick before potential regulation change end of March 2021.

Forms, regulations and legislation galore! The joys of ensuring that your plan for what happens to your assets, after you pass away is watertight. I love helping my clients achieve peace of mind in knowing their future wishes will be carried out.

We have previously spoken about the importance of having your estate planning in order (See our blog, [“Is Your Estate Planning in Order? – The New Age of Legal Services”](#)), but did you assume that this included absolutely everything you owned? Well, if this was your assumption, you would be correct to a certain extent. However, if your Superannuation is still accumulating or held up in a Super Fund, then it isn't truly ‘yours’, in the sense that it is not a lump sum in your bank account.

What does this all mean? Upon someone's passing, their Superannuation does not automatically pass with their Estate. Many people believe that their Superannuation forms part of their ‘big pot of gold’ that is everything they own. Unfortunately, this is not the case. You need to complete what is called a ‘Binding Death Benefit Nomination’ (‘BDBN’). Keep reading to find out more of what this all means for you...

How Does Superannuation Work Upon Passing?

Let's start at the top. If you are working in Australia, you are most likely accumulating Superannuation in a Superannuation Fund. If this is the case, your Superannuation is therefore held in a Trust. Laws regulate how your Superannuation is held in Trust, as does the Super Fund's Trust Deed. This may seem a bit murky but it is an important starting note.

“Why doesn’t my Superannuation automatically form part of my Estate?”, I hear you ask. Well, this is because the Trustee of the Superannuation Fund has the discretion to decide who your Superannuation is given to on your passing. Your Superannuation wouldn’t be handed to just anybody, it would go to a spouse, child(ren), financial dependent or ‘legal representative’. To some this may sound fine or completely fair enough. However, to most, they would prefer to choose who benefits from their Superannuation!

Much like drafting a Will, Enduring Power of Attorney and Enduring Guardianship, drafting a BDBN is of key importance to ensure your wishes are met with regards to your Superannuation. I like to think of the BDBN, as a Will specifically for your Superannuation. You wouldn’t appreciate your estranged son or daughter receiving the whole of your worldly possessions, merely due to blood line. Just the same, you wouldn’t want a yet-to-be-divorced spouse to receive all of your Superannuation because it was left to the discretion of the Trustee of the Superannuation Fund to decide who benefits.

As above mentioned, your BDBN should be considered along side your other Estate Planning documents. Each time you reconsider your Will, Enduring Power of Attorney and/or Enduring Guardianship, you should also consider your BDBN.

When Should I Reconsider My Estate Planning?

There are various times in your life that are the light bulb moment which ignites the need for some Estate Planning or updates. Some say they are too young for a Will; others say they don’t own enough assets. However, if you are of legal working age and receiving Superannuation, then there is no better time than the present to ensure your BDBN is sorted so that your Superannuation goes to the person(s) you wish.

It might be time to reconsider your Estate Planning when;

1. Regarding your Superannuation specifically;
 - a. Your BDBN may be lapsing or non-lapsing. Many people will need to renew their BDBN every three (3) years. Perhaps speak to a financial planner or invest in a nice diary to remind yourself when your BDBN is about to lapse;
2. You get married! Marriage will revoke your Will and may affect your BDBN too.
 - a. Interestingly, if you marry after you appoint an Enduring Guardian then the appointment is revoked. Unless, you marry your Guardian! This may be the case for a de-facto copy for example;
 - b. Marriage may bring two families together, with two lots of children;
3. When you reach retirement and lap up some years of R&R;
4. Divorce or separation; and
5. The passing of a spouse.

Please remember the above list is not exhaustive and our Team would be more than happy to assist with your Estate Planning needs.

How Do I Arrange My Estate Planning in the Current Circumstances?

In an earlier blog, we have mentioned that if we are unable to meet with you to finalise your Estate Planning documents, then there was some updates last year that allow for your Estate Planning to be finalised from the comfort of your own home. In April 2020, our office began the process of offering witnessing of Wills, Power of Attorney and Enduring Guardianship documents via video conference (NSW). Unfortunately, time is running out! These regulations may change back on 31 March 2021 which means that we will be unable to witness via video conference.

Our Team have become experts at formally witnessing your Estate Planning documents via video conference and continue to smash the stereotype that all lawyers use difficult to understand language! Our Team is proud to continue to provide the same transparency and empathy that you receive face-to-face, as you do through a computer screen.

Despite the uncertainty and sadness that many people continue to suffer, we are glad to provide greater accessibility to our clients to create peace of mind during this difficult time. Many clients have feared that due to illness, they would not be able to have their documents drafted and finalised. These clients now have peace of mind knowing that the Wills & Estates Team at Coutts is able to assist them in this new age of legal services.

Until Next Time

We hope that this short blog might assist you in making the decision of whether and when to arrange your Estate Planning – especially checking up on your Superannuation BDBN. We know it is easier sometimes to let these things sit on the back burner, but we are now able to breakdown the hurdle of travel! We would love to meet with you via video or telephone to assist you tidy up any loose ends.



Charlotte O'Connor
Lawyer



Out and About with COUTTS



A Wine with...

Elyse

Profile

Position: Lawyer

Location: Narellan

Area of Practice: Commercial law



Q: How would you describe yourself in two words?

A: Compassionate and driven

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

A: I checked and she said 'loyalty, passion and empathy'

Q: My favourite motto / mantra is:

A: There is beauty in everything

Q: My pet peeve is:

A: LIARS!!

Q: On the weekends you can find me:

A: Brunching with my puppy and my partner

Q: The last book I read was:

A: Apart from a legal textbook, I can't remember- it is my new years resolution to read more

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

A: Love heart, rolling eyes, love heart eyes

Q: My favourite movie of all time is:

A: Love Actually – a Christmas Romance
"must watch"

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.

**CALL US ON
1300 268 887**

“Coutts is a powerful female founded law firm with a core value system that puts people first. Our reputation as the legal business of choice is recognised by our achievements and awards.”

Adriana Care
Managing Partner



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