

the Conduit

21
SUMMER



COUTTS
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CALENDAR DATES

December

Friday 24th Christmas Eve

Saturday 25th Christmas Day

Sunday 26th Boxing day

Friday 31st New Year's Eve

January

Saturday 1st New Year's Day

Monday 10th Offices reopening

Wednesday 26th Australia Day

Monday 31st FB Live

February

Tuesday 1st Chinese New Year

Wednesday 2nd Late night appts available for Wills Wollongong

Monday 7th Late night appts available for Wills Narellan

Monday 14th Valentine's Day



A MESSAGE FROM

Adriana

2021 has been a whirlwind for us all; just when Coronavirus restrictions started easing, life threw us another curveball and we entered an unexpected lockdown. But that's the rhythm of life: we can try to steer our paths in a certain direction, but it may not always co-ordinate with our very design. While there will always be things outside of our control – we should not let fear of the unknown paralyse us. I encourage you to view the unknown with optimism and should challenges emerge, view these hurdles as an opportunity to learn and grow.

At Coutts, we swiftly adapt to changing circumstances to ensure we can provide our clients with the most innovative services. This means we proactively implement protocols to future-proof our business, so we can effectively respond to unexpected risks.

As we transition back to working in the office, the Coutts team have taken every precaution (in line with government mandates) to ensure our services are delivered safely. Seeing staff in the office brings a certain energy to empty buildings; witnessing firsthand their determination to go above and beyond for clients is especially heart-warming.

Above all, Coutts believe that business success does not merely come from financial growth, but one's capacity to make a positive difference in people's lives. Whilst Christmas is considered a joyous festive season, some people may not have the luxury to enjoy this period. To ensure everyone has the capacity to celebrate comfortably, Coutts have continued our partnership with Turning Point Camden and donated practical resources for people who may be going through difficulties. In line with the spirit of giving, we have also sponsored Christmas in Narellan! Whilst the event did not proceed this year the online competitions continued and we were excited to be supportive of another great local initiative.

Ultimately, I would like to thank our clients and community, for your support during this challenging period. Remember, our lives are not defined by failures or triumphs, but rather our grit and resilience throughout the entire journey. Coutts will continue to work hard to achieve the best possible outcome for you.

Remember to be kind, reach out to others no matter what their status or position is, this year has been a real struggle for all and if we can continue to 'be kind' rather than judge and question maybe that's the step in the right direction to bring in 2022.

I hope you all have a great festive season no matter what your choice.

thank you



A Guide to Commonly Used Legal Language

KEY TAKE OUTS

The process when selling or buying a property can be daunting, especially when you are thrown legal language from your representative or agent which may not make sense to you.

To put you at ease, I have created a cheat sheet of the most common legal language used throughout the process of conveyancing.

- ✓ **Cooling off period:** A cooling-off period benefits a Purchaser as this period, which is usually either 5 or 10 business days from the exchange, allows time for the Purchaser to carry out their due diligence of the property and obtain their finance if required. During a cooling-off period, a Purchaser has the right of rescission should they no longer wish to proceed with the purchase. Should this occur, the Purchaser forfeits to the Vendor the 0.25% deposit they have paid in order to exchange in such cooling-off period. The Vendor does not have the reciprocal right.
- ✓ **Exchange:** Exchange of Contracts happens when both parties i.e. the Vendor and the Purchaser, both sign their counterpart Contract, and all is in order for an exchange to occur. Exchange means, the parties are locked into that Contract and their agreement is binding, whether it be in a cooling-off period, or unconditional. Once Contracts are exchanged, the process of preparing for the settlement can take place.
- ✓ **Breach:** When one party fails to perform its obligations under the contract within the time specified in the contract.
- ✓ **Gazumping:** Is when a Vendor accepts your offer to purchase a property, but then it is sold prior to an exchange occurring to someone else, usually at a higher price.
- ✓ **Put and Call Option Deed:** Is an agreement between parties, usually a developer and a builder, the subject of which is to enter into a further agreement at a later point in time e.g. a Contract for Sale of land, with the requirement of building with the particular builder of such agreement.
- ✓ **Repudiation:** A party to the contract demonstrates an absence of willingness or ability to perform their obligations under the contract e.g. if a party enters into a contract to sell a property to one person and then proceeds to complete the sale of the same property to another person.
- ✓ **Rescission:** A rescission of a contract void's the contract in its entirety making any obligations that would be incurred by either party under the contract, null and void and the contract is no longer legally binding on any party to the contract. If a contract is rescinded it essentially restores all parties to the position they were in prior to entering into the contract. A rescission can occur if there for example is a mistake or fraudulent misrepresentation or if all parties agree to rescind.


- ✓ **Section 66W:** A Section 66W is a certificate that waives the rights of a cooling-off period. These are used when the Vendor requires an unconditional exchange of contracts, which means the Purchaser does not get the benefit of a cooling-off period.
- ✓ **Settlement:** Settlement is the final stage of a conveyancing transaction. At settlement, the balance of the purchase monies is paid to the Vendor and the Transfer document is lodged with the Land Registry Services to change over the ownership of the property to the new owners. It is also the day where you can collect your keys!
- ✓ **Sunset Date:** A Sunset Date is basically a deadline for the Vendor to have the draft plan of subdivision registered at Land Registry Services to enable a settlement to occur. A Purchaser cannot get out of an unconditionally exchanged Contract prior to a Sunset Date expiring. Should a Sunset Date pass as the Vendor has not issued a Notice to Extend to the Purchasers, a Purchaser has the right of rescission subject to the terms of the Contract.
- ✓ **Termination:** A termination of the contract releases the parties from performing any further obligations under the contract, whilst maintaining any rights incurred prior to termination. There are five ways a contract can be terminated. The first way is by performance, a contract is terminated when all parties have fulfilled their obligations and the contract comes to an end, by performance. The second is by Agreement which can come about in a few ways, such as if there is an event provided for in the contract that then allows for termination e.g. sunset date, or by the parties mutually agreeing to terminate, or by parties entering into a subsequent agreement to terminate the original contract. The third is termination by Breach whereby one party becomes entitled to terminate because of a breach by another party of their obligations under the contract or repudiation, although it is not to be taken then a breach provides an invariable right to terminate. The fourth way is by Frustration whereby some supervening event prevents further performance of the contract e.g. a death or government intervention. The fifth and final way is by Operation of Law. The contract may be terminated independently of the wishes of the parties e.g. if a party becomes bankrupt.
- ✓ **Unconditional:** A Contract that is unconditional means that the parties are locked into the Contract and the right of rescission is no longer an option.

Please note the above advice is general only and is specific to the individual Contract in question.

For further clarification on the above, please feel free to phone me to discuss.



Christine Johnsen
Licensed Conveyancer & JP



Gan v Zadравic (2021) NSWDC 533: Missing Apostrophe in Facebook post leads to court case

KEY TAKE OUTS

A recent ruling out of the [District Court of New South Wales](#) highlights the importance of caution when posting on social media as a missing apostrophe has led to a defamation claim which could cost the defendant thousands of dollars.

On 22 October 2020, Mr Zadравic, the defendant, made a Facebook post which stated his former boss, the plaintiff, was “selling multi mullion \$ (sic) homes in Pearl Beach but can’t pay his employees superannuation”. The Facebook post included the plaintiff’s full name and was posted on the defendant’s personal Facebook account. The defendant deleted the post within 12 hours of publishing, but not before the plaintiff saw the post. Due to the wording of the Facebook post, the plaintiff brought a defamation claim against the defendant.

In case you missed it, the defendant wrote “employees” instead of “employee’s”. By consequence of the missing apostrophe, and content of the Facebook post, the plaintiff pleaded the following imputations were created by publishing the post:

1. That the plaintiff takes advantage of his employees by not paying their superannuation entitlements.
2. That the plaintiff is deceitful by misappropriating funds.
3. That the plaintiff is not a good employer to work for in that he has a disregard for his employees.

The plaintiff relied upon the grapevine effect, that is, that the defamatory material will be further disseminated and spread to other persons, rather than confined to those to whom the matter is immediately published. The defendant, however, submitted failure to punctuate the social media post was a mistake and merely trivial and sought to have the plaintiff’s claim struck out. Both parties provided written statements to the court, and the plaintiff provided a letter from the company accountant verifying that the defendant’s superannuation had been paid.

In her judgement, DCJ Gibson highlighted the seriousness of the claims in the Facebook post, particularly that a failure to pay employee superannuation contributions may amount to a criminal offence. Her Honour found the alleged imputations, as referred to above, reasonably capable of being conveyed and acknowledged that the Facebook post was read and understood by several persons.

Her Honour said: *“The nature of social media is such that, given the continuous feed of posts scrolling through accounts, the first twelve hours or so are the most potent, in terms of the nature and extent of harm.”*

Her Honour also said: *“The difficulty for the plaintiff is the use of the word ‘employees’ in the plural. This suggests a systemic pattern of conduct. To fail to pay one employee’s superannuation entitlement might be seen as unfortunate; to fail to pay some or all of them looks deliberate”.*

Her Honour dismissed the defendant’s application to dismiss the claim and the defendant was ordered to pay the plaintiff’s costs. The matter will be returning to court within the next few weeks to determine how the case will proceed.

The rise of technological advancement over the past decade has brought exponential growth in digital defamation cases. As in this case, the grapevine effect is increasingly used in digital defamation cases due to the nature of social media platforms.


Our Top Tips

- ✓ Check out our other blog posts on this area of law: [‘When Words Hurt – Can I Sue for Defamation?’](#) and [‘When Your Comments Online Can Cost You’](#) so that you are aware of risks that can arise when using social media.
- ✓ Think twice before posting about personal matters involving others on social media sites
- ✓ Proofread and punctuate

Defamation is a complex area of law. If you think you have a claim in defamation, or want to defend a claim, it is important to seek independent legal advice relevant to your facts and circumstances. At Coutts, we have lawyers experienced in [personal injury matters](#) that can assist you.



Elly Manoe
Lawyer



Hair Dressers – do not subject your business to a penalty by not paying penalty rates correctly

KEY TAKE OUTS

- ✓ Every 4 years, the Fair Work Commission carries out a 4 yearly review of the modern awards
- ✓ Along with the multiple amendments made to the various awards due to the impacts of COVID-19, the 4 yearly review of the Hair and Beauty Industry Award 2010 has recently been carried out, with changes being made to the penalty rates provided under this award. It is crucial for employers to pay their employees correctly, which includes paying penalty rates in accordance with the applicable Modern Award.
- ✓ Employers should be aware of recent changes that affect their Modern Award as a breach of the Award could give rise to unpaid wages claims.
- ✓ A snapshot of recent changes to the Hair and Beauty Industry Award 2010 has been provided for those in the applicable industry.
- ✓ These changes apply to the first full pay period that starts on or after 3 November 2021.

What are Penalty Rates?

In the 1940s, the union movements and state regulatory bodies in Australia campaigned for penalty rates. Penalty rates were introduced as unions advocated for employees to be compensated for the inconvenience of working outside their usual working hours. Penalty rates are an increase in payments made on top of a person's regular wage and are commonly calculated as a percentage of an individual's regular wage.

Employees in some industries obtain higher pay rates when working:

- ✓ Weekends
- ✓ Public holidays
- ✓ Overtime
- ✓ Late-night shifts
- ✓ Early morning shifts

Penalty rates can be complex and confusing as each industry and its subsequent entitlements are different. An individual's penalty rate entitlements are set out in an Enterprise Agreement or the applicable Modern Award. An employer must ensure that the payment corresponds with the employee's level or classification under the Award.

Employers must pay their employees correctly, with failure to do so being a breach of the award, giving rise to unpaid wages or entitlements claim, fines to the business, and further potential claims on the business from the employee. Employers can choose to pay the minimum rate as encompassed in the Award, or they can pay above the Award. The Fair Work Ombudsman can investigate a business if they are notified that an employer has failed to comply with paying their employees the correct penalty rate under their relevant Award. If an employer has underpaid their staff, they will be required to pay the relevant back pay and any extra penalties, in addition to fines that the Fair Work Ombudsman can choose to issue, at their discretion.

A serious contravention is when the Court determines that an individual knew they were contravening an obligation under workplace laws and the contravention was part of a systematic pattern conducted by the business. If a breach is found to be 'serious contravention', the Fair Work Ombudsman can take the company directors, human resources, accountants, other businesses in the supply chain and other managers to Court if they were involved in the contravention. These are very serious consequences for employers, and as such, we highly recommend regularly checking your payment rates and ensuring they are in accordance with the current minimum rates under the applicable Award.

Recent changes to the Hair and Beauty Industryv Award 2010

Pursuant to the Fair Work Act, modern awards must have a 4-yearly review. The most recent determination has made changes to penalty rates in the hair and beauty industry and the penalty rates for Saturday and Sunday workers. The Full Bench of the Fair Work Commission made the following determination on 7 October 2021:

Saturday Penalty Rates: full-time and part-time employees will be paid at 133% of their ordinary hourly rate. Casual employees will be paid at 158% of the ordinary hourly rate (inclusive of casual loading).

Sunday Penalty Rates: full-time and part-time employees will be paid at 200% of their ordinary hourly rate. Casual employees will be paid at 225% of the ordinary hourly rate (inclusive of casual loading).

The determination comes into operation on 3 November 2021, which means employers that have a full pay period that starts on or after 3 November 2021 must pay the above new penalty rates in this pay period.

Further to this, the Fair Work Commission introduced a phased-in implementation of the new penalty rates for casuals, starting from 3 November 2021. This means that from 3 November 2021 the phased-in implementation of the new penalty rate will apply as follows:

Date	Saturday Penalty Rates	Sunday Penalty Rates
3 November 2021 to 30 January 2022	133%	200%
31 January 2022 to 29 April 2022	138%	205%
30 April 2022 to 30 December 2022	138%	205%
30 April 2022 to 30 December 2022	143%	210%
31 December 2022 to 29 April 2023	148%	215%
30 April 2023 to 30 December 2023	153%	220%
From 31 December 2023	158%	225%

Actions required for employers

The new penalty rates apply from 3 November 2021. As such, Coutts highly recommends that employers urgently:

1. Review their employees status to ascertain full-time, part-time and casual staff;
2. Update employment records and pay rates to encompass the new penalty rates for full time and part-time employees, with the pay change, starting the first full pay cycle on or after 3 November 2021;
3. Update employment records and pay rates to encompass the new penalty rates for casual employees, with the pay change starting the first full pay cycle on or after 3 November 2021; and
4. Diarise the dates of the “phased-in” increases for casual employees, noted above.

Coutts have an experienced employment law team who are able to advise both employers and employee of the rights and entitlements in relation to penalty rates. If an employment law dispute arises regarding overtime and penalty rates our employment lawyers can assist in providing you with accurate legal advice without the legal jargon, and with a solution-focused view.



Allyce Silm
Senior Lawyer



Contracting COVID in the Workplace Results in a Massive Payout to the Estate

Arbitrator John Harris has found in the case of *Sara v G & S Sara Pty Ltd* [2021] that the estate of a deceased director is entitled to compensation for his death as he contracted COVID 19 in the course of his employment.

Under the death benefit provisions the estate was able to seek \$834,200, weekly payments for the period of time that he was ill and unable to work and medical expenses valued at some \$11 million pursuant to the provisions of the Workers Compensation Act 1987 (the Act). Note that the medical expenses may need to be adjusted to the NSW scaled rates.

The worker had contracted COVID19 whilst in the United States of America. iCare sought to deny the claim and the matter ultimately was referred to the Personal Injury Commission for determination. At the hearing, iCare argued in this case that the deceased was not in the course of his employment for the Australian company that employed him when he contracted the virus and that he could have contracted the virus during social interactions.

The deceased was a dental entrepreneur. He had set up a group of companies which included G & S Sara Pty Ltd, an Australian-based company of which he and his wife were the sole directors, and which also paid him a wage. Another company in the group was a United States-based company of which the deceased was the Managing Director and President.

iCare argued that at the relevant time the deceased was not employed by the Australian company that is insured, G & S Sara Pty Ltd and that he travelled to the United States to perform work associated with the United States-based company and business in the group.

When we consider defining injury we must consider the definition of injury defined in section 4 of the Act, which states:

‘injury’:

- a. *means personal injury arising out of or in the course of employment,*
- b. *includes a “disease injury”, which means:*
 - i. *(i) a disease that is contracted by a worker in the course of employment but only if the employment was the main contributing factor to contracting the disease, and*
 - ii. *(ii) the aggravation, acceleration, exacerbation or deterioration in the course of employment of any disease, but only if the employment was the main contributing factor to the aggravation, acceleration, exacerbation or deterioration of the disease.*

The Commission was strongly influenced by the fact that G & S Sara Pty Ltd paid the deceased a wage. In contrast, the US company did not employ anyone. The Commission concluded that there was a clear intention by G & S Sara Pty Ltd that there be continuous employment on the part of the deceased and that there was no evidence of a change in those arrangements when the deceased travelled to the United States.

After hearing evidence that the deceased disliked wearing masks and did not always wear them, the Commission found that he contracted COVID-19 between boarding his flight in Sydney and arriving at his hotel in New York, which was work-related travel and thus in the course of his employment.

The Commission also accepted that the virus caused the respiratory failure and that this amounted to an identifiable pathological change that constituted a “personal injury” within the meaning of section 4(a) of the Act. Other medical evidence established further pathological changes were caused by the virus, including strokes and heart attacks.

Sara v G & S Sara Pty Ltd is the first known COVID-19 case to be determined by a tribunal or court in Australia.

What does the decision in Sara v G & S Sara Pty Ltd mean for employers?

If you contract COVID19 in the course of your employment, you may have a right to workers compensation. If your employees are unvaccinated then you run the risk that a claim for compensation could be substantial.

It is for this very reason we are seeing more and more employers moving to mandating vaccination or in the alternative moving employees to positions to limit contact in the workplace.

There have been a total of 1,222 claims lodged on the basis of Covid19 claims with 974 of these accepted as of 13 May 2021.

It is a challenging time for employers and employees in relation to vaccination. Considerations such as work health and safety risk, medical contradictions, disability, discrimination, human rights and equal opportunity all need to form part of the framework for policy considerations.

Employers must satisfy their consultation obligations under work health and safety legislation and any applicable industrial instruments.

We recommend seeking legal advice prior to making any decisions in relation to a vaccination position and having an experienced team to assist you with management and policy.



Karena Nicholls
Partner



“This Will Save Lives” – New Financial Support Announced for Survivors of Domestic Violence

KEY TAKE OUTS

- ✓ Two types of grants are announced under the federal and state governments.
- ✓ NSW announced almost \$500 million will be allocated to supporting women and children escaping domestic abuse.
- ✓ Simultaneously, the federal government announced the Escaping Violence Payment, a one-off welfare payment of up to \$5000 for women fleeing violent relationships.
- ✓ These grants form part of a \$1.1 billion women's safety package in the 2021-22 Women's Budget.

NSW State Funding

The New South Wales government has announced a \$484.3 million package for housing and specialist services, the single largest investment in tackling domestic and family violence in the state's history. Treasurer Matt Kean has stated the announcement “will save lives” in the relentless battle against domestic abuse.

The funding is expected to deliver and operate an extra 75 refuges over four years, which will be located next to wraparound support services including counselling, legal assistance, education and employment support. They will contain important facilities including meeting rooms, audio-visual equipment for court appearances, communal kitchens and playgrounds. This will almost double the number of refuges for women and children escaping abuse currently operating, bringing the total number in NSW to 161.

Just over \$52 million of the funding is allocated to these sustainable, social and affordable housing establishments for victim-survivors. Meanwhile, about \$5.2 million will be invested in a trial in two districts to provide dedicated supports for accompanied children and young people experiencing or at risk of homelessness due to domestic and family violence. The initiative is also aimed at helping the sector accommodate the increased demand for services due to COVID-19 lockdowns, particularly in regional and rural NSW.

The Federal Escaping Violence Payment

Commencing on 19 October 2021, the new Escaping Violence Payment offers financial assistance for women who have recently left a violent intimate partner. The payment is comprised of up to \$1500 in cash, and the remainder in goods and services or direct payments of bonds, school fees or other support as needed (up to the value of \$5,000 total). The payment is also not considered taxable or reportable income and will not impact any other social security payments the victim may be claiming.

Minister for women's safety, Anne Ruston, has explained that "financial hardship as well as economic abuse... reduces women's ability to acquire and use money and makes it difficult to leave violent relationships." She, therefore, has applauded the introduction of the scheme in providing victims with the temporary financial stability to free themselves from their abuser.

The payment is part of a two-year trial and will be independently evaluated to assess the benefit of the payment, including demand, eligibility criteria, needs of specific cohorts, and how it works with related services.

How to Access the Escaping Violence Payment

The payment is available for those over 18 years old who have recently experienced family violence, have a changed living situation and are experiencing financial stress. The violence experienced can be either physical, verbal, sexual or economical, as well as emotional, spiritual or psychological. The violence may also include acts that are threatening, coercive or seek to control or dominate the victim.

To access the payment, the victim must be an Australian citizen or permanent resident in Australia and not have accessed the payment in the last 12 months. Evidence of domestic violence must also be given, including, but not limited to, a referral from a family and domestic violence service provider with a risk assessment and safety plan, an AVO, court order or a police report.

Those who are eligible for the payment may apply through the UnitingCare Network. Should the service be accessed, any information and correspondence will remain completely anonymous, therefore unable to be discovered by a perpetrator.

Statistics – Why we need it

NSW Police respond to more than 140,000 domestic and family violence incidents each year, with one in six women experiencing family violence compared to one in 17 men. Shockingly, one woman is killed every nine days at the hands of a current or former partner.

Minister for Women, Bronnie Taylor, has stated domestic and family violence is also the leading cause of homelessness for women and children, with "almost 40 per cent of the people who accessed specialist homelessness services in New South Wales, across our cities, regional and rural communities" experiencing domestic abuse between 2019 and 2020. This reveals just how high the demand for these critical services is across all regions and cities of New South Wales.

The state initiative in constructing more refugees will ultimately prevent the average of one in two women seeking specialist assistance from being "turned away due to a lack of space", says Chair of Domestic Violence NSW, Annabelle Daniel.

If you or someone you know is experiencing family violence, the following contacts are available for support:

- [1800RESPECT](https://1800respect.org.au) (1800 737 732) or 1800respect.org.au – the National Sexual Assault, Family and Domestic Violence Counselling Line. This service is free, confidential and open 24 hours a day and supports anyone affected by domestic and family violence and sexual assault.
- [Lifeline](https://lifeline.org.au) (13 11 14) or lifeline.org.au – a crisis support helpline to help put you in contact with a crisis service in your state.
- [Kids Helpline](https://kidshelpline.com.au) (1800 55 1800) or kidshelpline.com.au – a free telephone and online counselling service for young people aged between 5 and 25.



Lara Menon
Senior Lawyer



Out and About with COUTTS



A Wine with... Rebecca

PROFILE

Position: Senior Associate

Location: Wollongong

Area of Practice: Property Law &
Wills and Estates



Q: How would you describe yourself in two words?

A: Quirky and Loving

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

A: I asked her this and the response she gave me was *"You don't take yourself seriously, you can laugh at yourself and you find the positive in every situation"*

Q: My favourite motto / mantra is:

A: That you can achieve anything that you envision or manifest

Q: My pet peeve is:

A: Poor spelling or punctuation

Q: On the weekends you can find me:

A: At the beach or spending quality time with family

Q: The last book I read was:

A: The Power of Now

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

A: 🥰😂🐎

Q: My favourite movie of all time is:

A: Pretty Woman

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.

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Adriana Care
Managing Partner



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