

the Conduit

23
SPRING



COUTTS

LAWYERS & CONVEYANCERS

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CALENDAR DATES

SEPTEMBER

Friday 1st	Spring Starts
Sunday 3rd	Father's Day
Monday 4th	Narellan Wills Express Night
Thursday 14th	R U OK Day
Friday 15th	Turning Point BBQ

OCTOBER

Sunday 1st	Daylight Savings Commences
Monday 2nd	Labour Day
Monday 9th	Narellan Wills Express Night
Friday 20th	Turning Point BBQ
Tuesday 31st	Halloween

NOVEMBER

Monday 6th	Narellan Wills Express Night
Tuesday 7th	Melbourne Cup
Saturday 11th	Remembrance Day
Friday 24th	Turning Point BBQ



A MESSAGE FROM

Adriana

As spring is here, we're excited to share some wonderful updates from the Coutts family. From new faces to innovative platforms, and heartwarming stories, this season brings with it.

We're thrilled to introduce the latest additions to our team. With diverse expertise and a shared passion for serving our clients, they bring fresh perspectives to our legal family.

In our commitment to providing exceptional service, we're proud to have launched two new platforms for our clients. Our Online Will Portal and Free Claim Checker, ensuring that legal matters are just a click away.

We continue our proud tradition of supporting local initiatives and sports sponsorships. Our involvement in Turning Point Camden and various local sports programs reflects our dedication to nurturing the community that has been so good to us.

Speaking of community involvement, Elderslie High School, Broughton Anglican College, and Elizabeth Macarthur High School students faced off in our Coutts Mock Trial event, it was a great opportunity for the students to put themselves to the test in front of industry professionals.

Life's joyous moments are close to our hearts. We're happy to share that several of our team members have welcomed bundles of joy into their lives. We applaud their dedication as they gracefully balance the joys of parenthood with their professional commitments.

We thank you for being part of our journey and look forward to embracing the opportunities that spring brings.

thank you



Dealing with a Builder's Bankruptcy: Your Action Plan

KEY TAKE OUTS

- ✓ Many building companies and Builders are facing insolvency and being wound up or made bankrupt up in Australia at an alarming rate due to a combination of economic factors.
- ✓ If your builder goes bust, this is a breach of your building contract. You should seek advice as to your next steps which may include ceasing to make payments to them and ensuring any action or interaction with the builder is noted for possible insurance or liquidation purposes.
- ✓ Home Building Compensation Fund Insurance was established to cover Homeowners when such circumstances arise.
- ✓ Once a liquidator/Trustee has been appointed to oversee your builder or its company, you should make contact with them to ensure they are aware of your status as a creditor and to ensure they forward any relevant correspondence to you.
- ✓ Overall, make sure that you take care of yourself during this process, as it can be quite stressful, and you will need to know what your options are for having our build completed.

Why did my builder go bust and what does this mean?

Many Building companies and Builders are facing insolvency in Australia as a result of economic factors including supply chain issues, COVID-19, inflation and rises in material costs. According to the [Australian Securities and Investment Commission](#) in the financial year ended 30 June 2023, 2,213 construction companies entered external administration, compared to 1,284 companies in the previous year, which is a drastic increase.

A building company enters external administration after they are declared insolvent (or have 'gone bust'). Section 95A of the [Corporations Act 2001 \(Cth\)](#) defines a company as insolvent when they are not able to pay their debts when they become due. Similarly, Builders that operate as sole traders that cannot pay their debts when they become due are also insolvent and face bankruptcy.

Once a building company is in external administration or wound up; or once a builder is insolvent and bankrupt, they are no longer able to carry out the balance of the building contracts they still have on foot. This gives rise to a breach of the contract by the Builder/Building Company and makes them liable to a Homeowner for their repudiatory conduct. In the event a Builder/Building Company cannot rectify the defaults then it is likely that the building contract will be terminated.

What happens when the building contract is terminated due to insolvency?

The first thing you should do when your builder has been declared insolvent is to notify the Home Building Compensation Fund Insurer and begin the process of making a claim. We recommend that you seek legal advice prior to making a claim or terminating your contract with your builder to ensure you are legally protected and do not breach the building contract yourself.

In NSW, any building works commenced with a value greater than \$20,000 require a builder to have and provide valid Home Building Compensation Fund Insurance. If your build is over \$20,000, When you first entered into an agreement with your builder, you should have received a certificate of cover for home building compensation fund insurance alongside your contract, which will allow you to claim some of the losses faced due to your insolvent builder. The Home Building Compensation Fund Insurance will step in, in the event that an insurance event is triggered including that your builder has died, disappeared or become insolvent.

Insolvency is a ground for making a claim under Home Building Compensation cover (as per section 99 of the [Home Building Act 1989](#) (NSW)). It is important that you notify the insurer as soon as you are aware of the insolvent status of your builder. This is because a delay in notifying the insurer may affect your insurance claim as there are strict timeframes when it comes to building claims for defective and incomplete works. Additionally, you should document any actions that you take, including interactions with your builder regarding the contract, the repudiation and the termination to ensure your records are up to date for the purposes of making your claim.

If you are unsure whether you are covered, you can check using the NSW Government State Insurance Regulatory Authority HBC Check at the following link ([HBC Check – SIRA \(nsw.gov.au\)](#)). If your builder has not issued you with valid Home Building Compensation Fund Insurance for a job that is over \$20,000, this is a breach of the Builder's obligations pursuant the Home Building Act. Accordingly, any such breach should be reported, however, this will limit your avenues of claim as you will only be able to rely upon the asset position of the Builder or the Building Company to pursue your claim.

The Insolvency Process

If you are unable to make a claim against the Home Building Compensation Fund Insurance then another available avenue will be to pursue the building company or builder in the insolvency process.

When a company is declared insolvent, an administrator or liquidator will be placed in charge of winding up of the business. This means that work will most likely cease on your build unless a new builder is quickly appointed or the company manages to come out of administration. Similarly, if a builder is a sole trader and becomes bankrupt.

Once your builder is declared insolvent, it is important that you seek advice before making any more payments to the builder, as you may not be able to recover all these payments in the event that the builder does not come out of insolvency. As soon as a builder or a Building Company have a liquidator or trustee appointed, you should contact that liquidator or trustee to confirm your status as an unsecured creditor, and to ensure you receive necessary correspondence from them. You will most likely be an unsecured creditor in the process and ranked behind other creditors involved including anyone the company owes debts to (e.g. secured creditors, the [Australian Taxation Office](#), Machinery and Equipment Companies, Employees and other tradespeople).

During the insolvency process, the main role of the liquidator or trustee is to ensure the assets of the company or builder are protected and eventually sold to raise funds to distribute to the creditors. The liquidator will also report to the creditors about the affairs of the company or builder.


The amount of money you will receive depends on the remaining assets of the company or builder. However, there is no guarantee that you will recover any money following payment of the costs of liquidation/bankruptcy, and any other debts that receive priority (such as outstanding employee entitlements). Only then will the remaining assets be divided amongst the unsecured creditors. Accordingly, this is the downfall of having to pursue this avenue over a claim under the Home Building Compensation Fund Insurer which has automatic caps for building claims in such circumstances.

How can we help?

If your builder goes bust it can be quite stressful, so it is important to look after yourself during this difficult time and also ensure that you make the right decisions regarding your contract and claims available to you. If you require any assistance with managing the impact of your builder becoming insolvent, including making an insurance claim or managing the insolvency process, our Building and Construction expert, Melissa Care and her team at Coutts Lawyers and Conveyancers can assist you every step of the way. We are happy to assist with enquiries and can provide further guidance to ensure you take the best steps to protect yourself and get your build back on track to completion.



Melissa Care
Senior Associate



Accountability of Sydney Trains for Disability Discrimination

KEY TAKE OUTS

- ✓ Under the [Disability Discrimination Act 1992 \(Cth\)](#) it is illegal for an employer to discriminate against an employee based on their disability by dismissing them, treating them differently to other employees or not hiring them.
- ✓ To determine if an employer has discriminated against an employee when dismissing them, the Court will consider the circumstances of the dismissal and how the employer would have treated an employee who did not have the same disability. It must be found that the employee who was dismissed was treated less favourability due to their disability.
- ✓ In a recent New South Wales case, the Federal Circuit and Family Court of Australia found that an employer did discriminate against an employee when they dismissed her after discovering that she had attention deficit hyperactivity disorder (ADHD) and Asperger's Syndrome.

Under the [Disability Discrimination Act 1992 \(Cth\)](#) it is illegal for an employer to discriminate against an employee based on their disability by dismissing them.

In order to find that an employer has wrongfully dismissed an employee with a disability, the Court must find that:

- ✓ The employer dismissed the employee or subjected them to detriment;
- ✓ The employer treated the employee less favourably than they would have treated an employee without a disability in circumstances similar to those of the dismissal; and
- ✓ The employer dismissed for the reason or including the reason that the employee has a disability.

Under the Act, a disability to defined very broadly and can include:

- ✓ Physical;
- ✓ Intellectual;
- ✓ Psychiatric;
- ✓ Sensory;
- ✓ Neurological;
- ✓ Learning disabilities;

- ✓ Physical disfigurement; and
- ✓ The presence in the body of disease-causing organisms.

Annovazzi v State of New South Wales – Sydney Trains [2023]

In the case of [Annovazzi v State of New South Wales – Sydney Trains \[2023\]](#) the Federal Circuit and Family Court of Australia determined that a trainee train driver was unlawfully discriminated against and dismissed due to her attention deficit hyperactivity disorder (ADHD) and Asperger's Syndrome.

Facts of the case

When hired by Sydney Trains, Renee Annovazzi did not disclose that she had ADHD or Asperger's Syndrome. Sydney Trains later discovered that she had these disabilities, and she was removed from the trainee driver program and her employment was terminated.

Sydney Trains advised the dismissal was due to Renee's dishonest conduct in failing to disclose her disability. Renee argued that her termination was discriminatory based on her disabilities.

The decision

The Court first considered the requirements of the fictional person whom they could use to compare the treatment of Renee too. The Court stated this person was someone who did not have ADHD and Asperger's Syndrome, not someone who did not act dishonestly in relation to the disclosure of a medical condition. The Court made this determination because there was no evidence to suggest Renee sought to conceal her disabilities.

Using this fictional comparator, the Court found that Sydney Trains would not have required this person to undertake a medical assessment or be dismissed due to their dishonesty in failing to disclose a medical condition. For this reason, the Court found that the employer had treated Renee less favourably.

Further, the Court ruled that the employer dismissed Renee due to her disability and not because she was dishonest.

The Court found that Sydney Trains had discriminated against Renee when terminating her employment.

Other types of workplace discrimination against employees with disabilities

Not only can an employee with a disability be discriminated against by being dismissed, but they can also be discriminated against in the following ways:

- ✓ Not hiring a person with a disability;
- ✓ Offering an employee or potential employee different and unfair terms of employment compared to other employees;
- ✓ Treating an employee with a disability differently to others;
- ✓ Causing the employee disadvantage such as not providing them minimum entitlements; or
- ✓ Changing the employee's job to their disadvantage.

Exceptions

Under the Disability Discrimination Act there are two exceptions. Firstly, the protections of the Act will not be enforceable where the disabled person is unable to carry out the inherent requirements of the work because of their disability even though the employer may make reasonable adjustments.

Secondly, the Act does not extend to situations where avoiding discrimination would cause the employer unjustifiable hardship.

How we can help

If you are an employer and an employee or ex-employee has alleged you of engaging in disability discrimination, the Coutts Employment team can provide you advice as to the best way to navigate the allegation.

If you are an employee and you believe you have been discriminated against because of your disability, the Coutts Employment team can also provide assistance and recommend any options available to you.



Karena Nicholls

Partner



Annaleise Forbes

Paralegal & JP



Key Considerations for Crafting an Online Will

KEY TAKE OUTS

- ✓ Our online will services allows you to complete a simple online instruction form that is then sent to our professional team of qualified lawyers to draft your Will.
- ✓ Several advantages to using our online Will service include: convenience, cost effectiveness, time saving and accessibility.
- ✓ Online Will services fall short where there are complex estates or family dynamics. In these instances, we recommend scheduling a meeting with one of our lawyers.

What to Consider Before Creating an Online Will

In this digital age, even traditional legal procedures like drafting a Will have moved online. This blog aims to guide you through the process, helping you understand the considerations you should make before deciding to create an online Will.

What is an Online Will?

An online Will is a legally binding document prepared using a digital platform. The online Will service allows you to complete a simple online form containing details about your assets, beneficiaries and instructions that is then sent to our professional team of qualified lawyers to draft your Will.

The Advantages of Making an Online Will

Creating an online Will offers several advantages such as:

1. Convenience

Opting for an online Will allows you to receive a professionally drafted Will in the comfort of your own home and on your own time, without the need to talk face-to-face with a lawyer.

2. Timesaving

You can complete your Will online in as little as 15 minutes. Our team of lawyers will get to work on drafting your Will and send it to you within 5 business days.

3. Cost-Effective

Without the in-person meetings, we are able to offer discounted prices.

4. Accessibility

The online form does not contain any legal jargon, making it simple to understand and giving you access to quality Will drafting. Our online service also allows equal access to legal services for those unable to travel from their homes or who may have anxieties about speaking to a lawyer.

The Disadvantages of Making an Online Will

For complex estates or family dynamics, our online Will services may fall short in addressing all necessary details and considerations. If your estate requires more customised instructions or you are unsure of what assets form part of your estate, we recommend scheduling a meeting with one of our lawyers to ensure your wishes are reflected accurately in your Will.

Essential Elements to Include in Your Online Will

1. Information About Your Assets and Liabilities

This is a comprehensive list of everything you own (assets) and owe (liabilities). Your assets could include property, bank accounts, investments, insurance policies, vehicles, jewellery, artwork, and other valuables.

Liabilities encompass all your debts, like mortgages, car loans, student loans, credit card debt, etc.

2. Executor Selection

An executor is the person you appoint to carry out the instructions in your Will. This role involves a lot of responsibility, so it's important to choose someone trustworthy, capable, and willing to take on these duties.

They'll manage your estate, pay off any debts, and distribute assets to beneficiaries as specified in your Will.

3. Beneficiary Details

Beneficiaries are the people or organisations that you want to inherit your assets. Clear information should be provided, including their full names, addresses, and their relationship to you.

If the beneficiaries are minors, you should also indicate the age at which they should receive their inheritance.

4. Guardian Nomination for Minor Children

If you have minor children, your Will should specify who will take over as their legal guardian if both parents were to pass away. The chosen guardian should be someone you trust to raise your children according to your wishes.

5. Specific Wishes or Instructions for the Distribution of Your Estate

Your Will should detail how you'd like your assets distributed. This could include specifics such as who gets the family home, who inherits specific items of sentimental value, how your money should be split among your children, or what portion of your estate should go to charity.

These details help to avoid misunderstandings and potential disputes among beneficiaries.

6. Funeral Directions

While not legally binding, many people use their Will to express preferences for their funeral arrangements. This can include whether you prefer burial or cremation, specific details about the service, how you'd like your remains handled, or even plans for a memorial.

By including these details, you can provide guidance to your loved ones during a difficult time.

Questions to Ask Before Choosing an Online Will Service

Before you select an online Will service, consider the following questions:

1. Is the will drafted by a lawyer or by Artificial Intelligence (AI)?

While AI can be efficient, a lawyer's expertise can offer peace of mind ensuring that your Will is drafted in accordance with legal requirements to avoid potential errors.

2. Is my personal information secure?

Our online form is hosted by a secure web service, and we use industry-standard encryption to protect your data. We also have strict policies and procedures to ensure your personal information is private and confidential.

3. How long will the process take?

You can complete our simple online form in as little as 15 minutes. As soon as you submit your information, our team of lawyers will begin drafting your Will and send it to you within 5 business days.

Taking the Next Steps to Create Your Online Will

If you decide that an online Will is the right choice for you, [Coutts](#) offers a secure [Online Will Service](#) designed for your convenience. Our user-friendly platform allows you to take the time you need, carefully considering each decision without any rush.

Our 100% online will eliminates the need for scheduling appointments or commuting to our office, offering you a practical, time-efficient solution available virtually anywhere. Each Will prepared by Coutts Online Will Service is drafted by a licensed and experienced Estate Lawyer so you are guaranteed a professional Will.



Shannan Wright

Lawyer



Comparing Rural Land and Residential Land Purchases: Insights for Buyers

KEY TAKE OUTS

- ✓ What is Rural Land?
- ✓ What are the differences between purchasing rural and residential land?
- ✓ What additional searches and enquiries should be made?
- ✓ What are the stamp duty obligations?

What is Rural Land?

Land is considered to be “rural land” when the land exceeds 2.5 hectares/6.2 acres in accordance with *Section 66Q the Conveyancing Act 1919 (NSW)*. The land size is the determining factor not whether or not the land is used for solely residential purposes or farming purposes. The legislation governing selling rural land is the [Property, Stock and Business Agents Act 2002](#).

Differences when Purchasing Rural Land and Residential Land – Agent and Contract

In NSW a real estate agent can sell rural land up to 20 hectares in size only. If the property is over 20 hectares in size, the sale must be handled by a licensed Stock and Station Agent.

When a real estate agent markets a residential property (non-rural) for sale, they must hold a Contract for Sale in order to do so. This is not the case when it comes to rural land. Rural land can be marketed for sale by a real estate agent without the agent holding a Contract for Sale.

Differences when Purchasing Rural Land and Residential Land – Cooling off period

The other difference between purchasing a rural property as opposed to a residential property, is that only residential properties are required by legislation to require a 5-business day cooling off period in accordance with *Section 66X the Conveyancing Act 1919 (NSW)*. When purchasing rural land there is no requirement for any cooling off period at all.

Differences when Purchasing Rural Land and Residential Land – Searches and Enquiries

In addition to the searches and enquiries generally made when purchasing a residential property, some additional enquiries and searches can be made regarding issues that are only relevant to rural land such as:

- ✓ Noxious weeds – The [Noxious Weeds Act 1993 \(NSW\)](#) makes the occupier responsible for the control of specific weeds. Councils can issue notices requiring property occupiers to carry out weed control which can be costly.
- ✓ Water Access Licences – Can be required for the use of bores and dams. A transfer of a Water License is not included in a purchase and must be performed separately at additional cost.
- ✓ Chemical Soil Residue – Residue in the soil of land used for livestock and/or horticultural purposes can contain residues of chemicals and further enquiries, if applicable can be made in this regard.
- ✓ Local Land Services – Additional rates and charges may be applied to the land, and this should be investigated with the Local Land Services.
- ✓ Sewer Management System – On site sewer systems have compliance and operational standards which must be complied with in accordance with council guidelines.
- ✓ Livestock and Plant Disease – If you intend to raise livestock or crops further enquiries should be made to the vendor and local land services in regard to any disease.
- ✓ Enclosure Permits – If property adjoins crown land an enclosure permit can be issued by the Department of Planning and Environment for the Crown land to be used for grazing stock or to be fenced into the owner's private land.
- ✓ Native Title – It would be prudent, depending on the area being purchased, to see if there is any Notice of Native Title claim which may affect the land.

Differences when Purchasing Rural Land and Residential Land – Stamp Duty

When purchasing rural land, it is important to keep in mind the stamp duty obligations.

Residential land purchased at a price in excess of \$3 million attracts, in addition to standard stamp duty, Premium transfer duty for the amount in excess of \$3 million. The Premium rate only applies to residential property.

If the value is above \$3 million and part of it is used for business, only this is accounted for in the application of the premium duty threshold.

For properties over 2 hectares, the transfer rate is calculated only on the first 2 hectares of land you own, as a proportion of the overall land size. The balance of the land is charged only at the standard rate.

We are here to help

If you're considering purchasing rural land, it's crucial to understand the key differences and obligations involved. At [Coutts](#), our experienced team can guide you through the process and ensure a smooth transaction.

[Contact us today](#) to benefit from our expertise in rural land transactions, including navigating agent and contract requirements, understanding searches and enquiries specific to rural land, and managing stamp duty obligations.



Kay Vitogiannis
Licensed Conveyancer



NSW Laws on Ticket Scalping

KEY TAKE OUTS

- ✓ It is an offence to deliberately purchase tickets to resell for a profit when an event is sold out.
- ✓ On 1 June 2018, NSW amended its laws to target and prevent ticket scalping.
- ✓ Tickets cannot be resold at excessively high mark-ups for profits.
- ✓ Those found guilty of the offences under the Fair Trading Act related to ticket scalping may be issued a fine of a maximum of 200 penalty units for individuals and 1000 penalty units for corporations.

On 30 June 2023, more than 4 million people scrambled the internet to purchase tickets to Taylor Swift's Australian Era Tour to be held in February 2024. With an estimated 180,000 tickets available for purchase, the tickets sold out within hours. While some were successful, others were left disappointed after waiting for hours in the virtual queue and were desperate to find alternative ways to get their hands on tickets.

What does the law say about ticket reselling?

A person may legally resell their sold-out event ticket if they have purchased tickets but are no longer able to attend. It is, however, illegal to deliberately purchase tickets with the intention to resell the tickets at above retail prices for profit.

To prevent this illegal practice, NSW introduced laws targeting ticket scalping on 1 June 2018.

The amendments to the [Fair Trading Act 1987](#) relating to ticket scalping:

- ✓ Only apply to events held in venues in NSW;
- ✓ Prohibit ticket resellers to make a profit of ticket reselling; and
- ✓ Make it an offence to resell a ticket for more than 10% of the original retail price plus transaction costs such as booking fees, ticket deliveries and credit card surcharge.

Whilst other states and territories in Australia have adopted similar laws, the laws referred to within this blog are limited to NSW.

Resale Advertisement Requirements

From 1 June 2018, ticket resellers are required to include the following in their advertisements:

1. Original ticket cost;
2. An asking price for the tickets that is no more than 10% above the retail price; and
3. Disclose information regarding the position of the seat or specify it is a general admission ticket or similar.

What is the Penalty?

In accordance with the Fair Trading Act, a person found guilty of ticket scalping or failure to include required advertisement details is liable and fines may be imposed up to \$110,000.00 for a corporation and \$22,000.00 for individuals.

What are some Defences?

Section 58I of the Fair Trading Act, sets out the defences that may be raised by an offender for failing to ensure no prohibited advertisement is published. The offender will have to establish that:

1. As soon as practicable after becoming aware of the prohibited advertisement, they took reasonable steps to ensure the advertisement was removed; and
2. They took other reasonable steps to ensure no prohibited advertisement was published; and
3. The agreement between them and the person placing the ticket resale advertisement was subject to the terms or conditions prohibiting the publication of the prohibited advertisement.

Understanding that your Ticket could be Cancelled

Some venues prohibit the reselling of tickets outside of their venues. If this is the case, or if a ticket is resold in breach of the ticket scalping laws under the Fair Trading Act, event organisers may be entitled to cancel the ticket and refuse entry to the person who holds it.

In the event that a ticket you have purchased on resell is cancelled, a buyer's recourse against the original seller may be limited.

Case Study

In 2017, the Australian Competition Consumer Commission (ACCC) took action against Viagogo after Viagogo, a ticket reselling company made false and misleading representations to consumers. The company deliberately created a fake urgency to buy tickets by claiming certain tickets were scarce. Viagogo additionally failed to adequately disclose that they were not the primary ticket sellers and failed to disclose their significantly inflated booking fee of 27.6% until late in the booking process.

In 2020, the Federal Court imposed a \$7 million penalty and injunction against Viagogo for their serious misleading conduct to reinforce the need for adherence to the Australian Consumer Law.

How Coutts Can Help

Should you be thinking of buying resale tickets or planning to sell your purchased tickets on a resale platform and are unsure of your rights or obligations, then Coutts' Litigation Team can assist you to ensure that all requirements under the Fair Trading Act are being met.



Elyse Strahan
Senior Lawyer



Out and About with COURTTS



A Wine with...

Kayla



PROFILE

Position: Lawyer

Location: Narellan

Area of Practice: Family & Criminal

Q: How would you describe yourself in two words?

A: Diligent and friendly

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

A: My happy go lucky attitude

Q: My favourite motto / mantra is:

A: Do what you love and you won't work a day in your life

Q: My pet peeve is:

A: Boredom

Q: On the weekends you can find me:

A: With my children and partner

Q: The last book I read was:

A: Jay Shetty "Think like a Monk"

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

A: 🤔 👉 🙄

Q: My favourite movie of all time is

A: The Little Mermaid

Your Questions Answered



WHAT ABOUT CHILD SUPPORT?



Unless the parties otherwise agree, child support is separate from a property settlement. It is important to remember that both parents have legal obligations to financially support their children.

It is possible to enter into a private child support agreement under certain circumstances. Here at Coutts, we are able to assist in drafting the necessary paperwork to enter into a child support agreement.

For more information about child support, we recommend that you contact the Child Support Agency or visit their website.



WHAT DOES THE 'DIRECTOR'S INTEREST' MEAN?



Under the Corporations Act 2001, a director of a company who has an interest (perhaps a conflict of interest) in a matter that concerns the company, may give the other directors notice of the nature and extent of the interest.

The notice must state the nature and extent of the director's interest and be given at a director's meeting or to the other directors individually in writing.

Interest must be disclosed to the other directors.



DO I PAY ON THE DAY?



For compensation matters, there is no cost for the first consultation. Costs will be discussed at the meeting if the matter is to proceed. Most cases are taken on a no win no fee basis, if eligible. Workers Compensation or IRO may be available.



WHAT IS MURDER NSW?



Murder is defined as causing another person's death with reckless indifference to human life, the intent to kill or inflict grievous bodily harm or in an attempt to commit a crime.



WHO PAYS FOR PREPARING A LEASE?



If the lease is a retail lease under the Retail Leases Act, then the landlord pays for the legal costs for the lease to be drawn up and for any reasonable amendments made. Other than under a retail lease, the legal costs for a lease to be drawn up are usually negotiated between the landlord and tenant. However, it is common for the tenant to pay for the landlord's reasonable legal costs as well as their own in relation to a lease agreement.



WHAT IS AN APPOINTMENT OF AN ENDURING GUARDIAN?



An Appointment of Enduring Guardian is a legal document that allows you to appoint another person (or persons) to make decisions about your lifestyle, health and medical treatments on your behalf, if you no longer have the mental capacity to make these decisions for yourself. Someone who is your Guardian is able to help decide where you live, arrange care services on your behalf (such as in-home care) and give consent on your behalf for medical and dental treatment. The document also allows you to give any directions you have concerning your end-of-life treatment if you feel strongly about this decision.

An Appointment of Enduring Guardian will only come into effect at any time you have lost the mental capacity to make your own decisions and could be temporary or permanent depending on the period of incapacity.

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**Adriana Care
Managing Partner**



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