PROPERTY & FINANCIAL DISPUTES

FAMILY LAW IN VICTORIA

RIGOLI LAWYERS

YOUR PROBLEM + OUR EXPERIENCE = STRESS FREE SOLUTION

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INTRODUCTION

Thank you for downloading this E-book.

We understand separating is a difficult process with an array of emotions attached, and in turn have formulated this e-book to help equip you with the most up-to-date information on the most common topics surrounding property and financial disputes in Family Law. In this E-book we look at what you need to consider and what will happen to the division of any property that you own, we also look at the topics of superannuation and binding financial agreements.

It is important to note that if both parties are amicable and can agree on the settlement, the outcome can be a less expensive process. If, however, each party cannot agree, it does make the process longer and more drawn out. We will guide you on the best ways to approach this and offer other methods of dispute resolution to ensure you get the best outcome for your situation.

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SETTLING OUT OF COURT AFTER SEPARATION – WHAT ARE YOUR OPTIONS?

Once a train speeds up and builds momentum - it is exceedingly difficult to stop.

It is the same with court cases. In the case of litigation, especially family law matters it really is a case of "it takes two to tango" if you want to settle out of court after you have already started the battle.

If legal fees are mounting up and there no longer appears to be a clear case for victory, you will certainly have incentive to settle out of court.

On the other hand, if the other party wants vengeance and has plenty of money to burn to "drag" you through the court system there may be little you can do but to continue the fight or worse still just lie down and agree to take the other party's extortion demands.

However, all is not lost. There are various ways to make an offer of settlement highly attractive to motivate the opposing party to give up the fight.

THREATEN A COSTS ORDER AGAINST THE OTHER SIDE

One way is to hedge your bets is with an Offer of Compromise/Formal Calderbank Offer of Settlement. This puts the other party on notice that if they don't do better at the final hearing when the Judge hands down decision, then they will be likely to pay your legal costs from the date of the Calderbank offer you made.

Costs orders are not automatic in all jurisdictions. In the Australian Family Law Courts it's a matter of the Judge deciding what is fair taking into account the following factors:

a) the financial circumstances of each of the parties to the proceedings;

b) whether any party to the proceedings is in receipt of assistance by way of legal aid and, if so, the terms of the grant of that assistance to that party;

c) the conduct of the parties to the proceedings in relation to the proceedings including, without limiting the generality of the foregoing, the conduct of the parties in relation to pleadings, particulars, discovery, inspection, directions to answer questions, admissions of facts, production of documents and similar matters;

d) whether the proceedings were necessitated by the failure of a party to the proceedings to comply with previous orders of the court.

e) whether any party to the proceedings has been wholly unsuccessful in the proceedings.

f) whether either party to the proceedings has made an offer in writing to the other party to the proceedings to settle the proceedings and the terms of any such offer; and

g) such other matters as the court considers relevant.

It can be difficult to get a costs order in family law children's matters. However, in family law financial matters it is likely that a costs order will be made against the unreasonable party - if they did not take up a reasonable offer to settle financial issues.

For how this works watch this short video: https://youtu.be/Vfap39D7bVI

OFFER TO PAY FOR THE COSTS TO DRAW UP THE LEGAL SETTLEMENT

Sometimes the parties are so close to settle a matter but neither wants to pay for the legal costs of drawing up the legal document to make the proposed agreement binding.

You have to ask yourself the question- how much is it to your advantage to have an agreement made legally binding once and for all?

Like insurance, a binding financial agreement in a family law matter (provided it meets all criteria) will insure you against future claims. This is extremely important if you are the one receiving real property which may double in value in future. It is also important to make sure that your deceased estate benefits from your property after death, and not an ex partner who you did not legally finalise property matters with.

The good news is – unlike insurance premiums you have to pay every year, legal fees to draw up such a document are paid only once.

GET A DIVORCE TO MAKE THE CLOCK START TICKING WITH TIME LIMITS

If property matters cannot be resolved and you already have the assets you want in your name, another technique to either call the other party's bluff or put an end to their time limits in applying for property settlement, is to divorce them. Although there are exceptions to this general rule it works like this:

- To use the courts to finalise property settlement or spousal maintenance after a marriage has ended you must apply within 12 months after you have officially divorced (note however that you cannot apply for divorce until you have separated-whether it is under one roof or not- for a minimum of a year).
- To use the courts to finalise property settlement after a de facto / domestic relationship has ended you must apply: 2 years from the date of separation (regarding: Victorian relationship/ assets)

So effectively you could cut the other party off from taking you to court for financial claims in a family law matter- by simply getting the divorce out of the way and wait and see what happens

12 months after the divorce was granted (for de facto partners unfortunately it is a 2 year open window).

A divorce application is normally straight forward, and you don't even have to attend court if you have a lawyer attend on your behalf.

GET A SECOND LEGAL OPINION BEFORE THE COSTS GET OUT OF CONTROL!

There are obviously many other techniques to motivate the other party to settle out of court- before court proceedings are started, during court proceedings or even on the day of the final hearing.

Getting a second opinion is worthwhile- to see if you can save money and secure a better settlement. Remember, the earlier you do this the better chance you have of putting a good strategy into place.

ALWAYS ASK A SPECIALIST!

As you can see this is not a simple area of law and great care should be taken when there is any dispute about family law issues and financial disputes generally.

It is simply not worth the risk to make a serious mistake that will cost tens of thousands of dollars in having to go to court over these types of disputes.

THE 8 MYTHS OF SEPARATION

Many family law clients come to their lawyers with incorrect assumptions about their rights, and their ex-spouse's rights after separation. Here are some of the most common myths, questions, and answers:

MYTH 1. "IF I MOVE OUT, I LOSE MY ENTITLEMENT TO THE HOUSE / I WILL GET LESS IN THE PROPERTY SETTLEMENT"

The legal facts are that this should not prejudice the property entitlement of the spouse leaving. It may however give the spouse who is still in the house a strategic advantage by delaying the matter ie: leaving the other party desperate for a payout and possibly agreeing to less than their entitlement because they are desperate for the cash.

MYTH 2. "MY EX- WIFE/HUSBAND HAS MOVED OUT OF THE HOUSE AND IS UNPREDICTABLE AND VIOLENT BUT IT'S ILLEGAL FOR ME TO CHANGE THE LOCKS BECAUSE MY NAME IS NOT ON THE HOUSE TITLE"

In a typical family law situation such as this, the victim of the violence could seek an intervention order against their spouse and if appropriate the court would exclude the violent spouse from the home, regardless of which of them are on the title.

The police would not normally be involved in either spouse changing the locks ie: it would not normally be seen as a criminal offence for one of the spouses to change the locks. The Police would in most circumstances consider the matter a "civil" one and for the family law courts to determine upon either party apply, rather than seeing it as a matter for the criminal courts to deal with.

Police may however get involved and may even lay criminal charges if there was already an intervention order in place and the party against whom the intervention order was made breached the conditions of that order even if they just went into the home to get their clothing and personal possessions.

MYTH 3. "MY NAME IS NOT ON THE TITLE AND I AM CONCERNED THAT MY PARTNER WILL SELL THE HOUSE WITHOUT MY KNOWLEDGE".

There are things that can be done to preserve assets and put notice out to the world of the rights of the spouse who does not have their name on the title eg: lodging a caveat. When a purchaser is looking through the paperwork to buy the property and a title search is done in the normal course of conveyancing, the caveat will show up and will need to be resolved before the property can be sold.

MYTH 4. "MY PARTNER IS AGGRESSIVE AND VIOLENT. HE HAS TOLD ME THAT HE HAS THE RIGHT TO SEE THE CHILDREN AS HE HAS "FATHER'S RIGHTS"

Long story short, it is the child's right to maintain contact with either parent subject to what the family law courts say is in the child's best interests including their protection from harm.

Often the family law courts will impose conditions upon the violent parent before or during contact (access) visits taking place eg: requirement for clean drug screens, abstinence from alcohol, mental health assessment, supervision of contact time, completion of an anger management course or counselling.

It is not an automatic right to see the children whenever and at whatever cost simply because of the status of a biological parent. This can become a complex area however and it is prudent to get the advice of a family law solicitor before making any decisions either way.

MYTH 5. "MY CHILDREN ARE SCARED OF MY EX. WHAT DO I DO? THE CHILDREN DO NOT WANT TO SEE HIM SO I DON'T THINK I SHOULD HAVE TO LET HIM SEE THEM"

This is a difficult dilemma and really needs the attention of a family law solicitor after reviewing all of the facts including whether current court orders exist, if they are final or interim, what new circumstances have arisen since court orders were made, the history of the contact and if the contact parent has availed themselves of their scheduled contact allowed under orders, family violence, age and maturity of the children, and many other factors.

In urgent situations a client may not be able to access a solicitor and should talk to police, child protection services and the child's doctor or psychologist to get advice if they are unable to see a solicitor.

MYTH 6. "WHAT DO WE DO ABOUT OUR TV, COMPUTER, SURFBOARD AND OTHER PERSONAL PROPERTY? SURELY I GET TO KEEP WHAT I BOUGHT IN?"

If these are the only items of property being argued over, it is simply not commercially worthwhile to spend the money to go to court. Most mediation centres offer the first couple of hours mediation free of charge and can assist parties reaching an agreement to divide these assets.

Before attending a mediation session, it would be useful to list all items in the house room by room and then tick off which items you really want which are open to negotiation. If this fails, then a letter of demand followed by a threat of court action may assist. Otherwise, there is nothing stopping someone from making their own family law application for return of goods or transfer of goods purchased during the relationship.

MYTH 7. "I AM KEEPING THE MATRIMONIAL HOME BUT I WILL REFINANCE LATER. MY PARTNER SAID THIS IS OK. I'LL LEAVE IT AT THAT. WHAT'S THE WORST THAT CAN HAPPEN?"

In this situation it is unlikely that the title can be transferred into one spouses' name whilst the mortgage is still in joint names. If the parties agree for the actual transfer and refinance to be done down the track say in 6 or 12 months, you should still get a binding financial agreement done so that the other party sticks to the agreement, even if you think you have an amicable verbal agreement or non-legal written agreement.

Quite often when third parties come along (family members, in-laws, new girlfriend or boyfriend) the situation changes and a claim is made instead of sticking to the original agreement. Worse still, if the second relationship ends the other ex may even be able to make a claim on the property. By that time the value of the home may go up and the claim made may include seeking a substantial payout. The partner that has moved out may also get pressure from banks that he/she is seeking a new loan or mortgage from, as they will immediately see the old joint mortgage still in existence which may be an obstacle to obtaining new finance so that partner can move on.

MYTH 8. "MY PARTNER TOOK OUT A LOAN 5 YEARS BEFORE WE SEPARATED. AM I RESPONSIBLE FOR THIS LOAN? CAN I GET OUT OF IT BY ADVISING THAT I AM NO LONGER WITH HIM?"

In most cases this debt would be considered a debt of the parties together and the balance as it was at the time of separation would be taken into account so that each party would equally bear same within the property settlement, whether they continue paying it equally or one pays and the other gets an adjustment off their payout to reflect half of the total balance of the loan.

Until the matter is resolved by the courts the creditor can only really claim against the person who has the debt in their name along with anyone that signed a guarantee. There are however cases of wastage and special negative contributions which may change each party's responsibility towards a joint loan/mortgage redraw.

One example could be that the loan was taken without the other's consent and used for gambling debts which arose without the other's knowledge or consent. But each case is different. The family law courts have handed down many decisions on this point. An experienced family lawyer would be able to tell you how the debt would affect your entitlement in view of previous similar cases having been decided.

VALUING PROPERTY IN FAMILY LAW SETTLEMENTS

Valuing family law assets can be a vague, uncertain and expensive task.

There are also different methods to apply depending on the asset e.g. for contents of a home you do not rely on the insurance replacement value, but rather second-hand goods value. For superannuation – depending on the type of case it is, you could rely on the latest statement balance instead of the balance at the time of separation.

The fact that valuations are fixed firmly to the marketplace and there are limitations in that marketplace- means that it is neither a precise nor truly accurate science. However, there are certain methods of valuing and evidence of value that are accepted by the family law courts. In this blog, we explore some concepts around valuing property in family law settlements.

MOTOR VEHICLES

For motor vehicles, using Redbook valuations is common, and has been accepted by the court in the case of Herbert & Herbert. Simply go to www.redbook.com.au and enter specifics of the motor vehicle to obtain trade-in or market value.

FURNITURE

A common issue for some parties is the value of the furniture and household items that are being retained by the other party. The party who is not retaining the items usually asserts they are much more valuable than the party who is retaining the items. While the parties are entitled to engage a valuer to determine the value of such items, usually this is unnecessary and a waste of money. Furniture and chattels and household items are valued on the basis of market i.e. if the parties were going to sell the items on ‘Gumtree’, ‘eBay’, or at the local trash and treasure market, not insured value, replacement value or purchase price. Unless there are items of significant value, such as antiques or artwork, generally an in-specie division is the wisest approach. The court isn’t interested in spending time dividing up chattels between parties.

ARE FREE MARKET APPRAISALS ENOUGH TO VALUE YOUR HOME?

Market appraisals are usually exchanged in relation to real properties and are required under the Family Law Rules at the early stages of a case. If, after the exchange of market appraisals

the parties cannot agree on a price, an expert valuation may be obtained. Depending on the court the parties are in, the expert may be engaged solely by one party, or as a single expert.

If an expert witness is engaged, they will prepare a comprehensive written report including identifying the property; the valuation of the property, real property – a business or trust, for example – and they will provide a detailed explanation, which usually explains their valuation methodology, information provided by the parties and comparable sales, in the case of real properties. This cannot be done by a real estate agent alone – they must be a registered and qualified land valuer.

HOW FAMILY VIOLENCE IMPACTS ON FAMILY LAW RIGHTS

LEGAL PRINCIPLES APPLYING TO FAMILY VIOLENCE:

- The family law presumption of “equal shared parental responsibility”, does not apply in cases where there is child abuse or family violence.
- The requirement that people attend mediation does not apply if there is family violence or abuse.
- A fear or apprehension of family violence must be “reasonable”.
- A parent who makes false allegations of violence or abuse may have to pay the other parent’s legal costs.

THE CHANGES IN HALF A DECADE: AN OVERVIEW

Changes to family law over the last few years introduced the following changes:

- a new presumption of equal shared parental responsibility provided there has not been violence or abuse. This means that in most cases, parents will have an equal role in making decisions about major long-term issues involving their children
- the most important considerations for the court are: (1) the right of children to know their parents, and (2) the right of children to be protected from harm.
- a requirement that the court considers whether it is practical and in the best interest of children to spend equal time with both parents, and
- a new service of Family Relationship Centres, to provide advice and help parents reach agreement outside the court system.

FAMILY VIOLENCE: HOW DOES IT AFFECT LAWS ABOUT CHILDREN AFTER SEPARATION?

Arrangements for children should not expose children or other people to family violence.

The presumption of equal parental responsibility operates in all cases except if there are reasonable grounds to believe that a parent has engaged in child abuse or family violence. In such cases, the court is also not required to consider whether the child should spend "substantial" time with both parents.

The court requirement that people must attend family dispute resolution before applying to a court for a parenting order **does not** apply where there is family violence or abuse.

The court has a duty, when considering making orders, to protect children from family violence, abuse and psychological harm.

"FAMILY VIOLENCE" DEFINITION

"Family violence" can be described as where a person has a reasonable fear or apprehension for their wellbeing or safety because of the threats or actions of another person towards them, their property or a member of their family.

How will the court determine whether a fear or apprehension of violence is "reasonable"?

In determining whether the fear or apprehension is reasonable, the court will consider the person's individual circumstances.

ALLEGATIONS OF FAMILY VIOLENCE- TRUE OR FALSE?

Current family law rules are designed to avoid a parent being prevented from seeing their child as a result of false allegations of violence.

The effect of family violence orders (commonly known intervention orders or AVOs or IVOs) in children's proceedings has changed. Interim (eg emergency) and undefended family violence orders are not considered proof of violence. This is because these orders are often made without the alleged perpetrator giving their side of the story.

If one parent makes a false allegation or statement regarding violence to the court, that parent can be made to pay the legal costs of the other person.

FAMILY RELATIONSHIP CENTRES

Family Relationship Centres can help separated parents reach agreement about parenting issues through dispute resolution, such as mediation and counselling.

Before most cases can go to court, parents must obtain a certificate stating that they have tried dispute resolution at one of these centres, e.g. Relationships Australia.

This requirement does not apply if there are reasonable grounds to believe that there has been or there is a risk of family violence or abuse.

In those cases, a counsellor or dispute resolution practitioner will normally advise both parties about services and options (including alternatives to court action) before the case can go to court.

The dispute resolution practitioner will assess the situation and may provide a certificate stating that the matter is not suitable for out of court dispute resolution.

The requirement of dispute resolution does not apply in urgent cases if the delay would expose the person or child to abuse or violence.

In addition, staff at dispute resolution centres will be normally trained to screen for violence and abuse.

They will also be able to give advice on where families can go to get more help to address the issue.

COERCION OR DURESS IN PARENTING PLANS

There is a new focus on parenting plans to reduce the amount of time separating parents spend in court.

Parenting plans are agreements reached between parents outside the court system and are different from parenting orders that are made by the court.

Parenting plans will generally be written and signed agreements between parents, setting out the day-to-day arrangements for their children.

Where the child lives, what time the child spends with each parent, how the plan can be altered and how future decisions will be made can all be included in a parenting plan.

The plans are voluntary, and they must be made free from threats or coercion.

The new laws also enable parents to change court orders by agreement, to take into account the changing circumstances of themselves or their children.

There is protection for parents who may be forced by the other parent into changing arrangements against their will.

If there is good evidence that one parent may use coercion or duress, or a child is at risk of physical or psychological harm, the court can order that the arrangements may only be varied by the court itself.

TIME FRAME FOR COURT ORDERS IN RELATION TO CHILD ABUSE OR FAMILY VIOLENCE ALLEGATIONS

The court must act as quickly as possible on child abuse of family violence allegations. This should be within 8 weeks of an application being made to the court.

There must be a clear relationship between the allegations of violence or abuse and the orders that the court is asked to make.

The new laws also give the court the power to require state and territory agencies to provide information and reports that they may have about allegations of family violence or abuse.

FAMILY LAW ORDERS CAN COUNTERACT FAKE TRANSACTIONS

Under Section 106B of the Family Law Act, the Family Law Courts have power to set aside, cancel (or restrain) the making of a transaction by a party to proceedings, which is made or proposed to be made to defeat the interest of their spouse/other party in those family law proceedings.

Sample Fake Transaction:

For example, if a couple have separated and the husband does not want the wife to be able to make any claim against an investment property he owns. He quickly transfers it to his brother. He then alleges the only assets there are to divide between him and his wife are the matrimonial home and 2 cars and says the investment was “never the property of the parties”. The wife tells her solicitor that she is pretty sure that her husband had put money into another property but is not sure of the address but believes that her husband’s brother or father may be also involved. After some title searches are done by the solicitor, it is revealed the property that was once in the name of the husband was recently transferred to his brother.

TYPES OF COURT ORDERS

In such a situation if the wife makes an application, the Court can make any of the following orders:

The Court may order that any money the husband received for the transfer be paid into court pending further orders;

- If it is found that the brother was acting in collusion with the husband, the brother may be ordered to pay the legal costs of the wife in addition to the husband;
- If no payment was received for the transfer the Court may make an order to reverse or invalidate the transfer, so the property goes back into the name of the husband awaiting further orders for division of property between the husband and the wife;
- Other orders to assist with rectifying the situation as it was prior to the fake transfer.

WHAT HAPPENS WHEN THE SEPARATED COUPLE DO A FAKE TRANSACTION TO TRY TO MOVE THE ASSETS AWAY FROM THE HANDS OF BANKS AND CREDITORS AND BANKRUPTCY TRUSTEES?

Similar provision is made for banks and creditors where one or both of the parties in the family law proceedings have made transfers and transactions attempting to keep the property out of the reach of creditors. If one of the parties is bankrupt, then their Bankruptcy Trustee will not only have specific power under the bankruptcy legislation to seek reversal of certain transactions, but the Trustee also can seek orders from the family law courts to protect it's position and the position of creditors using section 106B.

WIDE POWER OF THE FAMILY LAW COURTS

When challenges have been put to the Court about its power to make certain orders against Third Parties outside of the marriage, the Court has often taken the view that provided there is jurisdiction, the Court can use its discretion in making orders under this power. In the case of Yunghanns (1999) the Full Court of the Family Court of Australia reviewed the question of how courts of limited jurisdiction could have such powers and stated:

"Before making orders in proceedings, including interlocutory orders, the Family Court of Australia as a court of limited jurisdiction must be satisfied (a) that it has jurisdiction to make those orders in the proceedings and (b) that it is appropriate to exercise that jurisdiction by making those orders on the facts of the case as then known to it."

"The court always has jurisdiction to entertain proceedings for the purpose of and up to the point of deciding whether it has jurisdiction to make the orders sought in the proceeding."

The moral of the story is that you are at the mercy of the Family Law Courts if you try to get away with fake transactions when alleging there is a smaller property pool to divide between spouses.

BINDING FINANCIAL AGREEMENTS AND PRENUPS

ARE THEY ACTUALLY ENFORCEABLE?

Before the year 2000 you could not enforce Prenups or Financial Agreements made outside court – you simply couldn't contract out of the Family Law Act entitlements.

These days Binding Financial Agreements including Prenups are made all the time, and provided that they are prepared and executed properly and have compliant content, they are definitely enforceable.

WHAT IS THE ADVANTAGE OF HAVING A PRENUP?

Prenups are now becoming a type of "one off insurance" to protect assets in the event of a relationship breakdown between couples, whether they are married or not and whether they are heterosexual or not. With the increasing numbers of divorces and separations these days, people do not want to lose more of their assets the second time round. The wealthy use prenups the most and many have reported that they feel comfortable and more secure after the prenup is signed, knowing that the new spouse is not after them just for their money.

WHAT IF I HAVE ALREADY SEPARATED?

If you have already separated you can still make a Binding Financial Agreement or Consent Orders (out of Court) to record what you have agreed on in dividing the assets which is enforceable. These would normally be drafted to cut all other Family Law Entitlements apart from what you have agreed on.

WHAT IS THE ADVANTAGE OF A BINDING FINANCIAL AGREEMENT OVER A CONSENT ORDER?

Unlike consent orders, the Binding Financial Agreement can be made to seal the deal quickly once and for all, even if it is a bad deal for the other party. This is of course provided that the document meets all strict legal criteria and both still want to go ahead with it.

With consent orders - even though the parties sign and submit the consent order to the Court without turning up, they are still subject to the Court refusing to grant the consent order if the Court is of the view that the property settlement contained in the consent order is unfair to one of the parties.

IS IT POSSIBLE THAT SOME BINDING FINANCIAL AGREEMENTS MAY NOT BE BINDING AFTER ALL?

Yes. If the procedures and strict legal criteria are not met there would be a problem in enforcing it. Some examples of where such agreements were not enforceable are:

- where one of the parties did not disclose a significant asset/cash savings (in Binding Financial Agreements all assets and liabilities must be disclosed in a schedule and signed off to cover all bases)

- inadequate or no legal advice given to one of the parties before they signed (in Binding Financial Agreements there must be a solicitor's certificate signed by each party's solicitor confirming that they gave the required legal advice to their client)

- where the agreement was put before a party with inadequate time to consider before signing especially in stressful circumstances eg: a week before the wedding or immediately after a funeral or during serious illness.

WHEN SHOULD YOU MAKE A BINDING FINANCIAL AGREEMENT?

- if you want to protect your assets before any separation happens.

- if you have already separated and want to divide your assets amicably without going to court to "seal the deal" and sleep well at night knowing there is no come back later with more claims.

Experience shows that even if parties amicably separate and divide their assets and believe neither will change their mind later, it often happens that someone else gets in their ear and influences them to apply for their full entitlement - eg: new girlfriend, parents.

This ends up costing them a fortune in legal and court fees as well as having to pay the other party their full entitlement. However, if the deal had been sealed with a Binding Financial Agreement then the other party would not have had a chance to have a second bite of the cherry.

It's better to be safe than sorry!

Even if you have separated years ago and have no Binding Financial Agreement in place, it is still possible to get one done now, provided the other party is agreeable. Even if you have already moved in with your partner and did not organise a prenup beforehand, it is still possible to do one now to protect your assets in the event of separation.

WHEN IS A RELATIONSHIP LEGALLY DEFACTO AND DOES IT END WITH AN AFFAIR?

You may have heard people tell you the ‘rules’ about when a relationship becomes a de facto relationship under the law (often from what they hear from friends or read or watch on tv).

Many people assume you just need to be living together for 6 months or have a joint bank account to be able make a claim after separation. It’s not that black and white.

There is a distinct difference between dating, having a limited liaison, and having a recognised de facto relationship – for the purposes of legal claims.

We look at when a relationship is legally de facto and when is a de facto relationship legally over.

AUSTRALIAN LAW REGARDING BEING LEGALLY DEFACTO

Under the Family Law Act, a couple must be “living together on a genuine domestic basis” to be classed as de facto partners. Section 4AA(2) lists a number of factors that are relevant in determining whether or not a couple is “living together on a genuine domestic basis”:

- the duration of the relationship;
- the nature and extent of their common residence;
- whether a sexual relationship exists
- the degree of financial dependence or interdependence
- the ownership, use and acquisition of their property
- the degree of mutual commitment to a shared life
- whether the relationship is or was registered under a prescribed law of a State or Territory as a prescribed kind of relationship;
- the care and support of children;
- the reputation and public aspects of the relationship.

None of these factors are decisive or necessary. A couple may have only one or two of these factors and still be classed as de facto. Another couple may have most points from this list, and not be classed as a de facto relationship. Every relationship is different.

SAMPLE CASE – DISPUTES ABOUT THE LENGTH OF RELATIONSHIP AFTER AN AFFAIR

Disputes will often centre around the length of the relationship (as it will bear on how much entitlement one gets). That was the case in *Grohl & Acland* [2018] FamCA 732, determined in September 2018.

In this case, Mr Acland ("the De facto Husband") had received a large inheritance and had an interest in a profitable business. Ms Grohl ("the De facto Wife") argued that, as they had been a de facto couple for approximately 23 years (including, crucially, after January 2009) she was entitled to a property settlement with the De facto Husband after their relationship broke down.

The De Facto Husband contended that the de facto relationship lasted only approximately 9 years, ending in 2004. In this case, if there was no de facto relationship after 2009 as he claimed, she would be unable to make any claim on the De Facto Husband's property (the key aspect here was that the court did not have jurisdiction over de facto relationships prior to 2009 prior to the law recognising De Facto partners in property settlements under the Family Law Act).

FRIENDS WITH BENEFITS ARGUMENT?

In 1991, when the parties were in their mid-20s, the De Facto Husband moved in to the De Facto Wife's parents' home, and they began a sexual relationship, although they lived in separate bedrooms.

In 1995, they moved in to a flat together, and in 1996 purchased a home together. They had a daughter in 1997, and a son in 1998, who was born with disabilities.

After the birth of their son in 1998, the parties began arguing, and the De Facto Wife blamed the De Facto Husband for their son's disabilities. The relationship declined, and towards the end of 2003, the Husband began an affair with "Ms F."

HAVING A SECRET AFFAIR AND MOVING IN WITH THE NEW PARTNER

In January 2004, the De Facto Husband left the De Facto Wife and moved in with Ms F, who had herself left her husband. The parties' children met Ms F, and the De Facto Husband was paying child support to the De Facto Wife during this time, so was considered separated from the point of view of the Child Support Agency one presumes.

Both the De Facto Husband and De Facto Wife acknowledged that there was a de facto relationship between 1995 (when they moved in together) and January 2004 (when the relationship broke down for the first time.) Both parties agreed that between January 2004 and November 2005, there was no relationship (trial separation?).

DE FACTO HUSBAND LEADS DOUBLE LIFE

In November 2005, the De Facto Husband moved back in with the De Facto Wife and children and stayed in the home until August 2017.

The De Facto Husband and De Facto Wife spent most nights and weekends together as a family during this time, including Mother's Day, Father's Day and Christmas. Throughout this period, the De Facto Husband continued his affair with Ms F.

Neither Ms F nor the De Facto Wife knew of the other's relationship with the De Facto Husband until the matter came to court in 2018.

EVIDENCE BROUGHT OUT IN THE CASE

Since coming back to the De Facto Wife:

- The Husband stopped paying child support to the Wife.
- The Wife contacted Centrelink to stop her sole parenting payments.
- The Husband would call the Wife on his way home from work each night to ask if she needed any groceries.
- The Husband bought the Wife a new car as a surprise and paid for her car servicing.
- The Wife even cut the Husband's toenails and cleaned out the dirt around his nails – this was something that the court called "extraordinary and…quite a persuasive piece of evidence."
- the Husband was still in a relationship with Ms F throughout this entire period – from January 2004 until the court date.

Crucially, the most persuasive and convincing evidence of the couple "living together on a genuine domestic basis" was not the fact that they lived together, or slept together, but the small things – like cutting a partner's toenails or asking if she needed milk on the way home.

In the end, it was the 'little things' (buying each other groceries, cutting her partner's nails) that the court was most persuaded by, to find that they were by law considered a de facto couple.

SELF-MANAGED SUPERANNUATION FUNDS IN FAMILY LAW DISPUTES

The rules of compliance for self-managed superannuation funds (SMSFs) are heavy.

Many mums and dads who are members or trustees of such funds, are not aware of what they need to comply with and can make innocent mistakes that could lead to financial penalty or in some cases prosecution... but as they say ignorance of the law is no excuse.

CASE STUDY – HUSBAND TAKES OFF OVERSEAS WITH THE SUPER FUNDS

In the case of *Shail & AAT* the husband and wife had $3.5m in their SMSF. They separated and the husband withdrew the majority of the funds illegally and left Australia.

The AAT accepted that the wife had no knowledge of and did not consent to the withdrawal. As neither party had met a condition of release, the Fund was declared by the ATO to be non-complying. The parties were then declared by the ATO to be jointly and severally liable for about $3m in tax and penalties. The AAT upheld the decision.

DID YOU KNOW THAT OBLIGATIONS OF SMSF MEMBERS TRUSTEES CONTINUE AFTER SEPARATION?

As a typical case scenario, both parties to the marriage/domestic relationship are trustees of the fund or directors of the corporate trustee of the fund, as well as being members of the fund. Each trustee or director is jointly and severally liable for breaches of the obligations imposed on trustees. That means that if one makes a mistake of non- compliance, it will potentially lead to the other getting the blame as well.

COMMON BREACHES OF SMSF OBLIGATIONS TO BE AWARE OF:

- Taxation returns not done; or
- Use of fund bank account for personal purposes; or
- Not investing properly — simply having the funds sitting in a bank account. This is not in itself, necessarily a breach although the fund is required to have an" investment strategy" and so, this may be an indication that there is no investment strategy, or it is not being followed. In these cases, especially in a low-interest-rate environment, parties may be

financially better off using an accumulation fund instead of an SMSF unless they have a good investment strategy and actually implement it; or
- Use of fund assets for personal use, eg holiday house and even the family home; or
- Incorrectly categorising the taxation status of funds; or
- Investing in assets which are not approved for super funds.

WHAT TO DO IF YOU SEPARATE AND HAVE AN SMSF?

If both parties to the marriage/domestic relationship are members of an SMSF, then it follows that both parties must continue to be involved in the trusteeship of that fund after separation until the parties are no longer members of the same fund.

This is important to know that just because one partner was responsible for doing all the book work for the fund and continues it after separation, it does not let the other partner off the hook if they separate. It is important to get disclosure of all the SMSF bank accounts, balance sheets, and SMSF tax returns immediately after separation. In case of suspicious circumstances this is particularly important.

HOW DOES THE DIVORCE PROCESS WORK IN AUSTRALIA?

Going through a divorce or considering it can be one of the most stressful and emotional times of a person's life. The legal process can at times be intimidating, adding to this stress. Its important to have a brief understanding of how the divorce process works to help navigate through these challenging times to reduce stress and make it as straightforward as possible.

WHEN TO APPLY FOR DIVORCE

To apply for a divorce, you and your ex-partner must have been separated for 12 months prior to making your application for divorce.

Along with this requirement you must also fit at least one of the following requirements:

- be an Australian citizen
- live in Australia and regard Australia as your permanent home
- live in Australia and have done so for at least 12 months before the divorce application.

You can apply for a divorce together, which is called a joint application. If you are making a joint application, you do not need to go to court.

You can also apply for a divorce on your own which is called a sole application. If you are making a sole application and you have children are under the age of 18 who were part of the family prior to separation, you must go to court unless there are circumstances which stop you from attending. Such applications have the further requirement of establishing that the children's arrangements are "proper".

PROPERTY AND MAINTENANCE ORDERS AFTER DIVORCE

Proceedings for property or spousal maintenance orders may be brought at any time after separation, but require the special permission of the Court is required if brought more than 12 months after a divorce order. There are special requirements before getting an extension of time to start property/maintenance proceedings more than 12 months after divorce order.

WHAT A COURT CONSIDERS IN DIVORCE APPLICATIONS

In Australia the Family Law Act 1975 established the principle of no-fault divorce. This means that a court does not take into consideration why the marriage ended.

The only grounds for a divorce is that the marriage has broken down irretrievably. That is, that there is no reasonable possibility that you and your ex-partner will get back together.

In order to satisfy the Court that the marriage has broken down irretrievably you must have been separated for at least 12 months and one day.

If there are children aged under 18, a court can only grant a divorce if it is satisfied that proper arrangements have been made for them. If you cannot establish this you may still be able to have a divorce granted if you can convince the court that the current arrangements are the best that can be made in the circumstances. It would be wise to seek legal advice about such circumstances before you fill out your divorce application.

WHAT IF WE GET BACK TOGETHER FOR A SHORT TIME?

Normally you must have been separated for at least 12 months before you can apply for a divorce, but what happens if you were together for a short period of time during that 12 months of separation?

The Court allows for you to get back together once for up to three months without re-starting the 12 month separation period.

However, if you were to get back together for four months, this would restart the 12 month separation period. For example, if you are separated for four months, get back together for almost three months and then separate again for eight months, this will be considered a total of 12 months' separation. But if you get back together for four months then only the last 8 months would be counted as your separated period.

LIVING SEPARATELY 'UNDER THE ONE ROOF'

In some situations, you may have separated but are still living together for various reasons eg financially can't afford to move out.

It is still possible to get a divorce even if you are still living in the same house after the separation as long as you lead separate lives.

The court will consider a number of factors when deciding whether you separated 'under the one roof', such as whether you share meals and domestic duties, if you share money and bank accounts, if you are still intimate with each other and whether or not your friends and family would consider you as separated.

THE PROCEDURE

If you apply on your own, you must arrange for the other person to be 'served' with the divorce application. Serving or 'service' is giving your ex-partner the divorce paperwork so they know about the Court proceedings.

You cannot serve your former partner in person yourself, but you can serve them by mail. The Family Law Courts have special rules about the service of documents and forms to prove that the other person was served.

It can take several months from the time you file for your divorce to the actual date of divorce and if there are problems with your application, it may take longer.

At the hearing if all paperwork is in order and acceptable, the court will grant a divorce order.

Your divorce will not become final until one month after the hearing, and at that time the Court will issue you with a divorce certificate. In some circumstances you can apply to shorten the one month wait. You are not legally permitted to remarry until the divorce order issues.

COMPLEXITIES WITH SOME DIVORCES

The divorce process is about dissolving the marriage (previously referred to as dissolution of marriage) and does not deal with other matters in dispute such as property or parenting of children. It is usually a straightforward application, however there may be complexities if the application involves any of the following:

- Other party lives overseas at no fixed address;
- Other party cannot be located;
- Separation under one roof is disputed;
- Proof of marriage date is not ascertainable eg; married overseas in a war torn area that does not have adequate records;
- Proper arrangements for the children are in dispute.

If your matter involves any of these issues, it is important to get legal advice before making the divorce application.

TIME LIMITS IN FAMILY LAW PROCEEDINGS: A CASE STUDY

A family law case detailing the importance of quality legal advice in the early stages of proceedings, to ensure the highest chance of getting the best outcomes to your property/financial settlement.

TIME LIMITS GENERALLY

If you are currently dealing with family law matters, in particular financial and property settlements, there are important time limits through the courts to be aware of, depending on the status of your relationship. These include:

- 12 months after divorce (if the parties were married) OR
- 2 years from the date of the end of the relationship (if the parties were defacto/not married).

GRANT OF LEAVE EXCEPTIONS OUTSIDE OF THESE FAMILY LAW TIME LIMITS

There are exceptions if you can convince the judge to extend the time limit.

In the case detailed below which involved a de facto couple the exceptions are based on 2 conditions under section 44(6) of the Family Law Act:

1. hardship would be caused to the party or a child if leave (permission by the court) were not granted; or
2. for maintenance applications the parties' circumstances were at the end of the standard application period, such that he or she would have been unable to support himself or herself without an income tested pension, allowance, or benefit.

CASE STUDY- LACY & CLOETT

In this case the applicant sought leave from the Court to commence property proceedings out of time under section 44(6) of the Family Law Act

The property that was in dispute in these proceedings was a property purchased by the respondent.

FACTS OF CASE

Ms Lacy (the Applicant) and Mr Cloet (the Respondent) met in late 2008/ early 2009. They commenced cohabitation with Ms Lacy's sister. Mr Cloet was still married at the time to his previous Wife. Mr Cloet paid rent to Ms Lacy's sister.

Mr Cloet purchased a property in 2012 in his sole name. Ms Lacy alleged that she contributed $24,000 towards the deposit to this property and thereafter paid $1,000 per month towards the mortgage until separation in September 2014. Mr Cloet remained living in the property.

Ms Lacy issued proceedings nearly 5 years later on 11 April 2019 seeking the property pool be divided on a 50/50 basis.

APPLICANT'S ARGUMENTS

The applicant Ms Lacy argued that as she contributed $24,000 towards the deposit and made monthly payments of $1000 towards the mortgage, she would suffer hardship should the court deny her the right to pursue a property settlement.

RESPONDENT'S ARGUMENTS

Mr Cloet argued that he contributed $15,440 of savings to the deposit and Ms Lacy loaned him $8,560, which he already repaid to her.

The sum of $15,440 savings from Mr Cloet was deposited into Ms Lacy's bank account.

He argued that the monthly payments of $1,000 made by the applicant were for "rent" and had bank statements demonstrating this.

COURT DECISION

The issue that the Judge had to decide was whether the hardship criteria was met.

In her judgement, Judge Boyle found the applicant Ms Lacy did not meet the hardship criteria under section 44(6). The Judge based her findings on the fact that Ms Lacy's monthly contribution of $1,000 to the property were equivalent to payments for rent and not a significant contribution. What is interesting to note is, Judge Boyle found it would be difficult "supporting an order for a 50% division of the current net pool five years after separation from a four year relationship with no children."

The issue of delay in commencing proceedings was also addressed by Judge Boyle. Her Honour noted that the legislation provides a two year period to commence proceedings.

In the applicant's affidavit, she explained her reason for delaying proceedings as she was unaware of her rights and had at the time recently sought legal advice. As her Honour pointed

out, the applicant first had legal advice in March 2018 and did not provide any explanation as to why she did not file an application then.

As a result, leave was not granted to the applicant and the application was dismissed.

This is an illustration why good family law legal advice should be obtained and followed immediately after separation, to plan to protect claims well before time limits expire.

WHAT IS A FULL AND FRANK DISCLOSURE IN FAMILY LAW?

All parties to a family law dispute are required to make full and frank disclosure of information and documentation that is relevant to the matter. This duty to disclose information relates to both paper and electronic documentation and/or information in your possession or control.

It is important that parties comply with their duty to provide full and frank disclosure. Doing so can help parties effectively identify and even reduce the issues in dispute. If the dispute goes to Court, they can be compelled to disclose documents and information and be penalised if they don't comply.

The specific information required to be disclosed will vary depending on whether the matter is a parenting or a financial matter and on the individual details of each case.

OBLIGATION TO DISCLOSE

Family Law cases are decided in either the original Family Law Court or the Federal Circuit Court.

The obligation to disclose for Family Court is set out by rule 13.04 of the Family Law Rules, which says that a party to financial proceedings needs to make full and frank disclosure of their financial circumstances.

For proceedings in the Federal Circuit Court of Australia, there is a similar provision found in rule 24.03 of the Federal Circuit Court Rules, which provides that a party to financial proceedings must file a financial statement or affidavit of financial circumstances providing full and frank disclosure of that party's financial circumstances.

WHAT DO I DISCLOSE?

These rules mean that you need to disclose any information relevant to your financial position including:

- any interest you have in any property.
- any income you receive from your employment or business interests.
- any interest in a trust, either as an appointor, trustee or beneficiary or if you are a share-holder or director of a corporation which is the beneficiary of a trust.
- any interest in a corporation.
- any gift you have made or property you have transferred or disposed of since separation.
- any financial resources such eg pending inheritance pay-out from a deceased estate, interest in a family trust as a discretionary beneficiary, entitlement to a pension both in Australia or overseas.

DUTY TO DISCLOSE IN FINANCIAL MATTERS

When it comes to financial matters, the duty to disclose relates to any information as to earnings, interests, property, or any other financial resources to which a party has access whether directly or indirectly.

This could include:

- Details of assets including valuations of these assets
- Copies of Pay slips, Group Certificates and/or Centrelink statements
- Copies of tax returns, estimates or assessments
- Copies of bank statements, building society and/or credit union accounts
- Copies of credit card statements and of any loans
- Superannuation statements and
- Details or interests in any company and/or trust and supporting documentation.

Parties are also required to disclose information relating to the disposal of any assets. If an asset was disposed of during the year prior to separation or since separation, this must be disclosed. This includes items sold, transferred, assigned, or gifted as well as any items purchased with funds acquired from the disposal of the asset.

DISCLOSURE IN PARENTING MATTERS

When it comes to parenting matters, the duty to disclose to the other party relates to all information relevant in considering the care and living arrangements for the children. This can include medical or expert reports, school reports, letters, photos, notes, drawings, or any information relating to the care of the child or parenting capacity of the parties.

Both parties have an obligation to provide the Court with information relating to family violence, police intervention or the intervention of any custody agencies.

The extent of disclosure in both parenting and financial matters will be dependent on the individual circumstances of the specific case.

WHEN DO I DISCLOSE?

The duty to disclose is ongoing during the dispute. Parties are required to provide timely, updated disclosure to the other party if additional information becomes available or if circumstances change which could affect the proceedings.

The obligation to disclose only stops when the Court makes final orders or when parties reach an agreement.

HOW DO I MAKE FULL AND FRANK DISCLOSURE?

The Family Law Rules provide for a number of ways to exchange disclosure while complying with your obligations. Disclosure can be exchanged by way of:

- Production of documents
- Inspection of documents
- Copying of documents
- List of documents
- Orders for disclosure
- Answers to specific questions

The most commonly used method for disclosure is for the parties to provide a list of documents for disclosure and the required documents being produced to the other party upon request. This can be done by electronic means or in paper form.

CONSEQUENCES OF NON-DISCLOSURE

The obligation to disclose continues throughout the proceedings. It is important that parties take these responsibilities seriously. Failure to disclose can result in a division of assets which is unfavourable to the party who has not disclosed appropriately.

Failure to provide full and frank disclosure can also result in severe penalties. Failure to disclose will most likely result in an order to comply with disclosure. If failure to disclose continues or you are found to be providing false or misleading information, this can result in the Court making orders to stay or dismiss the proceedings or for you to pay costs to the other party. Failure to provide full and frank disclosure may also lead to being found guilty of contempt of Court for non-disclosure or for breaching an undertaking as to disclosure. The Court could impose a fine or a term of imprisonment for contempt of Court.

If Court proceedings have been finalised and it is discovered after the fact that one of the parties did not disclose their true asset position, there may be grounds for the Court to set aside the previous property orders and make new orders based on the true financial position.

An example of this is if a party failed to disclose an additional superannuation fund that was substantial. The other party may be able to reopen the property case and ask the Court to deal with the super fund for further division orders or a reassessment of the entire case possibly. In these sorts of situations, it is recommended that you obtain legal advice about the merits of your case to re-open the property settlement.

SETTLING OUT OF COURT WITH FAMILY DISPUTE RESOLUTION

Separation and trying to negotiate terms with your ex-partner can be very challenging at times, especially when children are involved.

Family Dispute Resolution can be a way of settling your family matter out of Court, so its important to equip yourself with the right information to get started and to know if its right for you.

WHAT IS FAMILY DISPUTE RESOLUTION?

The Family Law Act 1975 defines family dispute resolution (or mediation, as it is known in the wide community) as:

“a process in which a family dispute resolution practitioner helps people affected, or likely to be affected, by separation or divorce to resolve some or all of their disputes with each other; or helps persons who may apply for a parenting order under section 65C to resolve some or all of their disputes with each other relating to the care of children; and in which the practitioner is independent of all of the parties involved in the process.”

WHY USE FAMILY DISPUTE RESOLUTION?

Family dispute resolution (FDR) (also known as mediation) is one of several dispute resolution options available. There are many advantages of family dispute resolution. This process can take very little time to organise, may take only a few hours actually to conduct, is relatively inexpensive when compared to the cost of a hearing, is informal, and allows the parties not only to participate actively in the process but you also have the ability to make your own decisions, rather than having a judge decide for you. This process can take place at any time, whether before or after proceedings are initiated. Most FDR (mediation) schemes in Australia report rates of successful outcomes more than 70% of their caseloads.

Key features of mediation are willingness, confidentiality, and the status of the final agreement reached by the parties. Parties are also alerted to the fact that new information often emerges during a mediation. The objectives of mediation include:

- seeking common ground and a range of possible solutions
- empowering parties to settle their dispute to their mutual satisfaction.

WHEN TO GO TO FAMILY DISPUTE RESOLUTION

You can try family dispute resolution throughout any stage of your separation, even if you have already started court proceedings. The court can also order parties to participate in family dispute resolution during court proceedings.

There are accredited centres such as Relationships Australia or Life Works, as well as private individual dispute resolution practitioners. Generally, the waiting period is shorter for private individual dispute resolution practitioners but that depends on your location and other factors. The expense is less for FDR centres than with private practitioners, but some are quite comparable with fees.

STARTING FAMILY DISPUTE RESOLUTION

Preparation for Family dispute resolution (mediation) commences with ensuring that both the lawyer and the client have a proper understanding of what FDR (mediation) is.

Clients are encouraged to speak for themselves as much as possible, using the lawyer not as an advocate but as a support person. Clients' expectations about the role of the FDR practitioner (mediator) should be clarified at the start of the FDR process. The practitioner is only there to facilitate discussions and is not in there to act as an advisory or adjudicative role.

The FDR practitioner will decide whether FDR is suitable for the parties and their situation, they will also explain their role and the process, so each party understands clearly what is expected and the potential outcome of the mediation.

WHAT HAPPENS DURING FDR?

The FDR practitioner will help to identify the issues that are taking place between the parties that need to be resolved and encourage each party to listen to the other's point of view.

Where there are children involved, the FDR practitioner will try to keep each person on track and focussed on the children. The goal is to come up with solutions that are in the best interests of the children.

To reach an agreement, ideas and options will be shared and discussed. At the end of the session the FDR practitioner will check to ensure that both parties understand what is being agreed upon. Where there is property involved the practitioner will look at ascertaining what the net pool of assets to divide is, by facilitating discussion and provision of information about any agreed values of assets and amounts of liability. Discussions can then focus on the history of contributions and future needs.

It is usually recommended before any financial offer is accepted, to have a lawyer look it over and advise if it is fair or not. If it is accepted then it is advisable to have a lawyer draw up the agreement into a binding agreement that is binding on the parties and can be used for land transfers, exemption of stamp duty applications, and finality between the parties to avoid court proceedings in future.

WAYS TO FORMALISE YOUR AGREEMENT IN FAMILY LAW

If you and your partner can reach an agreement in regards to property and financial matters (including negotiations directly if appropriate otherwise through lawyers), you can save time, money and stress by not going to Court. Formalising it means you have peace of mind knowing you have covered yourself in the future for any possible claims against your assets.

There are various methods of alternative dispute resolution, which can be used to settle your matter without going to court, one of these methods is Mediation/Family Dispute resolution which we discussed previously.

Formalising your agreement can be done through either:

- a financial agreement, or
- consent orders

WHAT ARE FINANCIAL AGREEMENTS?

A Financial Agreement, also known as a Binding Financial Agreement, is a legal agreement that can be made during any stage of a relationship including after separation or divorce. A financial agreement allows parties to make a contract which finalises a financial settlement either after a relationship has broken down, or during a relationship planning for the unfortunate contingency should the relationship break down.

A financial agreement can help parties avoid going to Court to deal with the division of their property upon separation, saving time, money, and stress.

WHAT ARE CONSENT ORDERS?

A consent order is a legal written agreement that is approved by a court, this can include parenting arrangements as well as financial arrangements such as property and maintenance. Consent orders have the same legal effect as if they had been made by a judicial officer after a court hearing. Consent orders have to ability to formalise agreements without necessarily attending court, thus saving you time, stress, and money.

Rule 10.15(2) of the Family Law Rules requires that a draft consent order should be:

- set out clearly the orders that the parties ask the court to make.
- state that it is made by consent.
- be signed by each of the parties, and
- unless the order relates to an Application for Consent Orders filed by electronic communication, it must be accompanied by additional copies of the order so that there is a copy for each person to be served and an additional copy for the court and each of which is certified by the applicant's lawyer, or by each party to the application, as a true copy.

We recommend discussing any agreements with our experienced family lawyers to make sure you get the right advice before signing any legal documentation.

RIGOLI LAWYERS

YOUR PROBLEM + OUR EXPERIENCE = STRESS FREE SOLUTION

ABOUT US

Rigoli Lawyers are your trusted experts in family law. With over 30 years of experience helping Australians through the difficulties of separation and divorce, we know the right solution for your legal problem. Our team are headed by an Accredited Family Law Specialist, which means we've devoted extra time to gain knowledge and experience regarding family law matters. If you need us to help in the process, you know you'll get the best outcome with us.

While our experience gives us the confidence of knowing what to expect… we know that this is all new to you, which is why we support and guide you through every step of the way.

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WHAT TO DO NEXT?

If you want to know more, please contact us on (03) 8742 3199 and take advantage of our free half hour legal consults. They can be done in person, via Skype or telephone conference. You will be surprised how much can be accomplished in this time and how easy it will make it for you to decide on what to do next – having a plan is the key to getting the right outcome.

Warmest Regards,
Maria Angela Rigoli
B.A. LLB. (Melb) Acc.Spec (Fam)
Principal Lawyer and founder of Rigoli Lawyers

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