



Family Matters

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Welcome to Jessica Black

Jessica Black joined Berry Family Law in the Williamstown office in January 2016.

Jessica obtained a Bachelor of Laws and Bachelor of Arts, majoring in Chinese (Mandarin) and Sociology, from Latrobe University. She completed a Graduate Diploma in Legal Practice at Leo Cussen Centre for Law and was admitted to practice in February 2012. She has worked exclusively in family law since that time.

Jessica understands the complexities of family breakdown. Her aim is to provide clear advice and empower her clients with the knowledge to make well informed decisions through what is often the most difficult period in their lives.

She is able to offer her clients alternative and creative options to resolve matters without the need to go to Court.

Jessica has been a volunteer at the Women's Legal Service Victoria since May 2013. She is passionate about family law and offers her clients an empathetic and caring approach. She is committed to achieving the best possible outcome for her clients.

In her spare time Jessica loves to travel and has lived in London and Milan. She enjoys immersing herself in different cultures, challenging herself with new experiences and sampling local cuisine. She is a certified open water diver and loves outdoor activities such as water skiing and canyoning.



Berry Family Law

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Financial Agreements

What is a Financial Agreement?

A Financial Agreement is a private contract between two people, whether they be married or de facto partners, including same sex partners.

If a Financial Agreement is binding, it will exclude the jurisdiction of the Family Court to make an Order for a property settlement and/or maintenance in the event of a breakdown of a marriage or a de facto relationship.

When can you enter into a Financial Agreement?

- Before marriage (often referred to as “pre-nups”) or before entering into a de facto relationship.
- During marriage or during a de facto relationship.
- After divorce or after the breakdown of a de facto relationship.

What matters can Financial Agreements deal with?

- How, in the event of a breakdown of the relationship or marriage, all or any of the property or financial resources (including superannuation) of either or both of the parties at the time when the Agreement is made, or at a later time, is to be dealt with.
- The maintenance of either of the parties – a Financial Agreement is the only way you can oust the Court’s power to order maintenance of a spouse or de facto. Financial Agreements can therefore provide absolute finality with respect to maintenance, but only if the circumstances of the party whose maintenance is provided for in the Agreement are such that they are able to support themselves without an income tested pension, allowance or benefit when the Agreement comes into effect, taking into account the terms and effect of the Agreement.

- Matters incidental or ancillary to how property or maintenance is to be dealt with.

Asset Protection

When parties are contemplating marriage or entering into defacto relationships, Financial Agreements are particularly useful tools to protect wealth.

Parties entering into subsequent marriages who have previously experienced separation and asset division see the benefit in entering into a Financial Agreement to avoid the potential emotional and financial cost of separation which can often lead to expensive litigation. Financial Agreements can preserve inheritances and gifts from claim by a partner or spouse in the event of a breakdown of a relationship or marriage. Assets can be quarantined from claim to protect generational family wealth. They can be used effectively as an “insurance policy” against a later claim by a spouse or partner.

When are Financial Agreements binding?

Save for some exceptions a Financial Agreement is binding if:

- It is signed by all parties.
- Before signing it each party received separate independent legal advice as to its effect on their rights and the advantages and disadvantages of making it.
- Either before or after signing it, each party was provided with a signed Statement by their lawyer confirming advice was provided.
- A copy of the lawyer’s Statement is given to each party or their lawyer.
- It has not been terminated and not set aside by the Court.

When can a Court set aside a Financial Agreement?

Some of the grounds for setting aside a Financial Agreement are:

- Fraud, including non-disclosure of a material matter. Full and frank disclosure of financial circumstances is essential.
- Entering into a Financial Agreement for the purpose of defrauding or defeating a creditor or with reckless disregard to the interests of a creditor. For example, you cannot avoid bankruptcy by transferring assets to a spouse or partner pursuant to a Financial Agreement.
- Entering into a Financial Agreement to defraud another person or defeat their interests. For example, a spouse may be in another relationship with a de facto partner who may have a claim for property settlement or maintenance.
- Circumstances have arisen since the Financial Agreement was made that make it impracticable for the Agreement or part of the Agreement to be carried out. For example, there are no assets or income stream left.
- Since the making of the Financial Agreement, a material change in circumstances relating to a child has occurred and because of such change in circumstances a child or a party who has caring responsibility for such child would suffer hardship if the Financial Agreement was not set aside.

Financial Agreements are complex contracts which require careful consideration and specialised family law advice. They need to be properly drafted to make sure that they are legally binding. There have been a number of cases before the Court where badly drawn documents have been set aside. This has resulted in litigation between the parties and law suits to sue the lawyers.

For further information and advice, please contact one of our specialist family lawyers.

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