



An Australian Government Initiative

# Information Guide

## Settling Property and Financial Issues

## Contents

<b>1. About This Document</b>	<b>3</b>
<b>2. Family Law Act</b>	<b>3</b>
<b>3. Family Dispute Resolution (FDR)</b>	<b>4</b>
Family Dispute Resolution Practitioners (FDRPs)	4
The FDR Process	4
<b>4. Preparing for FDR- Assessing the situation</b>	<b>5</b>
Borrowing capacity	5
Contributions to assets	5
Future needs	5
<b>5. Property Division</b>	<b>6</b>
When should we divide our property?	6
Time restrictions for applying to court	6
Can we reach our own agreement?	6
What if we can't agree?	6
What principles does Family Law apply?	7
Court proceedings for property settlement follow three basic steps	7
How is child support relevant to property settlement?	8
Property/Financial Resources	8
<b>6. Property and Financial Decisions</b>	<b>9</b>
Advantages of formalising an agreement	10
<b>7. Superannuation</b>	<b>10</b>
What information is required?	10
How is superannuation treated in a property settlement?	11
Options available when considering superannuation interests	11
Superannuation agreements reached in mediation	12
<b>8. Child Support Agreements</b>	<b>12</b>
<b>9. Spousal /De Facto 'Maintenance'</b>	<b>13</b>
Need	13
Ability to pay	13
How can it be paid?	13
<b>10. Wills</b>	<b>14</b>
<b>11. Financial Counselling</b>	<b>14</b>
<b>12. Importance of Legal Advice</b>	<b>15</b>
Do I need to see a solicitor?	15
Legal advice	15

## 1. About This Document

This information contained in this document is for people to consider when a relationship has ended and shared finances and property needs to be divided in accordance with Australian Family Law.

The following is a summary of the legal principles of property division under the Family Law Act. The material is general in nature, to assist in grasping the basic principles. It is **NOT** intended to be legal advice or replace the need for specific legal advice.

It is important to understand that the circumstances of each separation are different and it can be misleading to infer the likely legal outcome of your property division from another person's outcome or experience.

## 2. Family Law Act

Parties who are either married, separated, divorced or separating couples (heterosexual and same sex) who have been living in a de facto relationship (that meets defined criteria) can apply to the Family Court of Australia or Federal Circuit Court requesting the Court to make orders which reflect their agreement. Orders made by agreement between the parties are called Consent Orders.

Consent Orders can be obtained relatively quickly and generally do not involve appearances in court. These Orders have the same legal effect as if they had been made by a judicial officer after a court hearing.

When the court receives an application for Consent Orders, the court considers the facts provided in the application. In financial cases: that the terms proposed are 'just and equitable', in children's matters: that the terms attend to the best interests of each child. The court may not grant the orders requested if concerned that the proposed terms for property settlement are not 'just and equitable' or that a child's best interests are not addressed.

Once Consent Orders are made in property division they are difficult to overturn. The Orders can only be set aside in very limited circumstances e.g. where the agreement was obtained by fraud or undue influence, or where the parties agree.

Agreements can be made about most issues affecting a separating couple including:

- **Property settlement**
- **Spousal Maintenance** – i.e. financial support of a spouse/defacto spouse
- **Children's Arrangements** e.g. Where the children will live, the time the child will spend with each parent and shared parental responsibility decisions such as education, health, religious upbringing etc.
- **Child Support – Resulting in a written child support Agreement – Lodged with DHS (Child Support)**

### 3. Family Dispute Resolution (FDR)

Family Dispute Resolution is a process by which the people involved, with the assistance of a Family Dispute Resolution Practitioner:

- Identify the issues in dispute.
- Develop and consider options to resolve those issues.
- Negotiate and attempt to agree on following one or more of the options.
- Document any agreements reached.

#### Family Dispute Resolution Practitioners (FDRPs)

1. Family Dispute Resolution Practitioners are accredited and registered with the Federal Attorney-General's Department.
2. Practitioners are impartial:
  - They may provide general legal information.
  - They don't adopt an advisory role about property agreements.
  - They don't support the interests of one adult over another.
  - They strongly recommend that each person has independent legal advice prior to making a legally binding Agreement.
3. Before FDR commences we will assess the suitability of the issue for family dispute resolution.

#### Determining the suitability for family dispute resolution

A decision about whether FDR is appropriate is a matter for the professional judgement of the FDR practitioner after considering the following factors (Regulation 25):

- A history of family violence
- The likely safety of the parties
- The equality of bargaining power among the parties
- The risk that a child may suffer abuse
- The emotional, psychological and physical health of the parties
- Any other matter the FDR practitioner considers relevant to the proposed FDR.

#### The FDR Process

1. Full disclosure of relevant information is essential to the FDR process. Each person must fully and honestly disclose and share information about property and finances.
2. Agreements reached are not legally binding. They can be made legally binding by following the relevant Court procedures.
3. The FDR process can be terminated at any time by either party, or by the practitioner if he/she considers that the process is no longer appropriate.
4. Practitioners keep FDR information confidential, unless ordered to disclose information by a court, or in the case of suspected child abuse or risk of abuse.

They may also disclose information if it is necessary to:

- protect a child from risk of harm;

- prevent or lessen a serious and imminent threat to:
    - a) the life or health of a person; or
    - b) the property of a person;
  - report the commission, or prevent the likely commission, of an offence involving:
    - a) violence or threat of violence to a person
    - b) intentional damage to property or a threat of damage to property;
  - assist an Independent Children’s Lawyer to represent a child’s interests under an Order (Section 68L) of the Family Law Act 1975.
5. FDR is not appropriate for all disputes, particularly when one person is unable to negotiate freely because of another person’s threats, violence or aggressive behaviour. When people don’t feel safe, the effectiveness of the process is compromised. However, in such circumstances, FDR can sometimes take place in a modified way (e.g. separate rooms) to ensure a person feels able to participate. Practitioners must terminate FDR if requested to do so or if they are not satisfied that FDR is appropriate (Regulation 29).

We are interested to hear about any concerns you may have about your ability to negotiate freely or respectfully. Family Dispute resolution Practitioners are here to guide you and ensure each situation is considered carefully.

6. When there is a current Parenting Order or a Family Violence Intervention Order naming any family member, it is necessary that you bring the Orders in to show us so that the requirements of Court Order/s can be taken into account.

## 4. Preparing for FDR- Assessing the situation

It is necessary to establish the assets and debts of your financial situation to assist you through this process. A Finance & Property Details table has been provided as an attachment to this document for your consideration before your first session (See Attachment A).

### Borrowing capacity

If you wish agreement to be reached that you pay out the other party’s shared interest in a property so that you have sole ownership of a significant asset, you may need to speak with a bank, or other lender about your borrowing capacity and to consider whether you can afford the repayments for any borrowed money.

### Contributions to assets/debts

Some of the things you may wish to consider:

- The assets you each owned at the time the relationship commenced.
- Contributions (financial and non-financial, parent or homemaker) to the value of assets and debts during the relationship, and since the date of separation

### Future needs

Any factors which you believe will affect either of you in terms of financial or general living arrangements.

For example:

- Arrangements for care of children.
- Future employment (impending changes, retirement, retrenchment).
- Present incomes and income-earning capacities
- Estimated costs of relocation (costs of appropriate housing).
- Any special needs of yourself, children or other party.

## 5. Property Division

When couples separate, they need to make decisions about how to share the joint property and joint debts. In order to make those decisions, a number of questions often need to be answered.

### When should we divide our property?

Parties do not have to be divorced or living in separate locations, before they divide their property. However, it helps if both people are over the worst of the upheaval associated with separation, that arrangements have been made about caring for children, and each have some idea of their future plans.

### Time restrictions for applying to court

Once the parties are divorced, an application to the court for property settlement is required within 12 months of the divorce, except in special circumstances.

Application to the Court about financial matters for couples living in a de facto relationship (qualifying under the Family Law Act) has different requirements. For such de facto relationship couples, applications with respect to maintenance and property must generally be lodged within two years of the relationship ending.

To qualify under the Family Law Act as a de facto couple, one or more of the following needs to be present:

- The relationship has lasted for two years; or
- There is a child born of the relationship; or
- One of the parties has made such substantial contributions such that, if the Court did not make an order, it would be unjust; or
- The relationship is registered under State law.

Legal Advice will need to be sought if de facto status is disputed.

### Can we reach our own agreement?

When parties are able to agree on how to divide their property and they wish to formalise their proposed agreement there are several options available to them. The Family Court of Australia has produced a *Consent Order kit* which is available from the Family Court Website at:

[www.familycourt.gov.au/wps/wcm/connect/fcoaweb/forms-and-fees/court-forms/diy-kits/kit-diy-application-consent-orders](http://www.familycourt.gov.au/wps/wcm/connect/fcoaweb/forms-and-fees/court-forms/diy-kits/kit-diy-application-consent-orders)

## What if we can't agree?

If parties are unable to agree on a property division, either party can apply to the Family Court or the Federal Circuit Court for a decision. Refer above about time restrictions on applications to court.

## What principles does Family Law apply?

### **The Family Law Act - basic principles**

The Family Law Act (FLA) lists the factors which the judge must take into account, but does not provide the judge with a set of rules or mathematical formula to be applied in each case. The Act also says that the decision should be 'just and equitable'.

## Court proceedings for property settlement follow three basic steps

### **1. Collection of information about the property**

- 1.1 The court makes a comprehensive assessment of the financial circumstances of the parties at the time of hearing. This includes all property, whether owned by one party or jointly, all debts, income and expenditure as well as superannuation. The parties are required to disclose this information on oath.
- 1.2 Once the court has a full picture of what property there is it may treat certain items of property differently. For example the court may decide that some items of property should not be included in the pool of assets to be divided, but should be seen as the property of one party only for example a recent inheritance or gift.

### **2. Assessment of contribution made by each of the parties towards the property.**

#### **These include:**

- 2.1 Direct or Indirect Financial contribution for example:
  - a) money for the deposit on a house;
  - b) money paid into a family business;
  - c) money paid towards home improvements;
  - d) money paid towards superannuation interests;
  - e) one party paying the bills, freeing the other party's income to buy or improve property;
  - f) one party putting their money into buying furniture and the other into buying the house;
  - g) a relative making a financial contribution to the family assets on behalf of one of the parties.
- 2.2 Direct or Indirect Non-financial contribution for example:
  - a) contributing labour in building the extensions or landscaping the yard;
  - b) skills in running the family business;
  - c) a contribution of labour or skills by a third person (e.g. a relative,) on behalf of one of the parties.

### 2.3 Contribution to the 'welfare of the family':

- a) most relevant where there are children involved;
- b) recognises the contribution of the spouse or defacto partner who may not be bringing in an income but who takes on the job of home duties e.g. cooking, cleaning, shopping, looking after children etc.

### 3. Assessment of future needs of both parties:

3.1 In arriving at a decision about property division the court must take into account a considerable number of factors which may affect each party's financial prospects for the future, including;

- a) the earning capacity of each party and current income level, employment history, level of skills, qualifications, age, state of health and the extent to which the marriage/relationship has affected that earning capacity;
- b) the future financial resources of each party i.e. investments and inheritances already vested e.g. interest under a deceased Estate;
- c) the financial responsibilities of each party e.g. where the children live primarily with one parent, or there is a responsibility to support someone else e.g. an elderly parent.
- d) The child support to be provided in the future e.g. where, for any reason, it is likely that a parent will not be able to provide any child support (or only very limited child support).

## How is child support relevant to property settlement?

The division of property after separation and the responsibility to financially support children are two completely separate issues. Child Support may be 'capitalised' (i.e. into a lump sum) and paid by way of a greater share of the property. However this is paid *in addition to* a party's entitlement to property assessed in accordance with the principles outlined above.

It is strongly recommended that legal advice is obtained if it is proposed that an amount of child support is to be capitalised.

## Property/Financial Resources

The following is a list of property items and financial resources which may be owned by you or in which you may have a legal interest. These items may need to be discussed in the mediation session.

### Property items

#### Assets

- Real estate
- Money owed to you
- Life insurance policies with a cash 'surrender' value
- Savings in banks, building societies and credit unions etc.
- Cash in hand
- Shares and debentures in public companies
- Shares in private companies
- Interest in unincorporated business partnerships, syndicate, joint venture
- Loan accounts (company, partnership or trust)

- Motor vehicles
- Furniture and household effects
- Personal property e.g. jewellery, boat, artwork
- Anticipated tax refund
- Value of business or partnership, including plant, equipment, stock and goodwill
- Collections e.g. stamps, records, books
- Superannuation Interests (total gross value of all superannuation interests)

#### **Liabilities**

- Mortgage
- Money owed by you to family members or others
- Credit card debt
- Personal Loans
- Tax debt
- Other

#### **Possible Financial Resources examples**

- Long Service Leave Entitlements (accumulated)
- Interest in a deceased Estate
- Annual Leave (accumulated)
- Interest in any trust
- Retirement benefit
- Fringe benefits from employment
- A pending legal claim e.g. for compensation
- Share options

## **6. Property and Financial Decisions**

Parties who reach agreement at the Ringwood Family Relationship Centre are provided with a document which outlines their proposed agreement. Proposed Agreements are not legally binding agreements. Proposed Agreements can remain informal or be formalized and made legally binding. To formalise an agreement it is strongly recommended that each party discuss the terms of the Proposed Agreement with a lawyer.

There are two ways agreements can be legally formalized:

- Consent Orders which require Court approval; or
- A Financial Agreement, through lawyers.

The link following provides information about property and finances after separation.

[www.familycourt.gov.au/wps/wcm/connect/fcoaweb/family-law-matters/property-and-finance/property-and-money-after-separation/property-and-finances-after-separation](http://www.familycourt.gov.au/wps/wcm/connect/fcoaweb/family-law-matters/property-and-finance/property-and-money-after-separation/property-and-finances-after-separation)

## Advantages of formalising an agreement

The advantages of having a legally binding agreement include:

- providing security for both parties - terms cannot be changed unless the court orders, or the parties agree;
- enabling enforcement of the agreement in future if necessary;
- Where the agreement relates to property settlement, ease of compliance with requirements of banks, other lending institutions and government departments etc.
- it is necessary if superannuation is being split as part of the property settlement.

When former partners wish to make only an informal agreement, they each simply retain a dated copy of the written agreement and they both act on the decisions they made and documented.

## 7. Superannuation

Superannuation needs to be part of any discussion about property division because, under the FLA, superannuation funds must be taken into account.

As one option, a person's superannuation interests may be split resulting in a transfer of super into a fund nominated by the other person. This applies to couples, (heterosexual and same sex) whether defacto or married, provided, in the case of de facto couples, that the relationship satisfies the criteria under the FLA.

### What information is required?

When discussing how superannuation is to be treated in a property settlement, it is important to:

- Identify the nature of the fund e.g. accumulation benefit, defined benefit, etc. Most are straightforward accumulation benefit funds in which interest simply accumulates.
- As a starting point, identify the approximate value and commencing date of the policies (as per most recent member statement).

There are 3 main types of superannuation:

#### a) Accumulation funds

By far the majority of funds are of this type. They simply accumulate interest over time, depending how well the fund's investments have performed. The value is usually apparent from the latest member's statement.

#### b) Defined benefit funds

These funds are usually seen in the larger government authorities e.g. emergency services. They are valued according to defined criteria, such as the number of years of employment and membership of the fund and the employee's final average salary over the last 3 years of employment. They usually offer different ways of accessing the super – often by way of a pension or lump sum, or a combination of pension and lump sum. They are often generous and low risk; the value does not depend on the performance of the fund.

**c) Self-managed funds**

As the name suggests, these are funds managed by clients themselves. The assets of the fund may be anything of value e.g. real estate, shares, cash or antiques. Management of these funds carries with it strict responsibilities to the Australian Taxation Office for proper accounting and documentation, so they are only for those with sufficient capacity, time and interest. There may be a need to employ an accountant to ensure compliance with the legal requirements.

## How is superannuation treated in a property settlement?

There is no set method used to determine how the existence of superannuation affects the division of other assets. The former couple (or the Court) trying to reach agreement about property settlement may take several approaches in dealing with superannuation in order to achieve a fair division of assets.

## Options available when considering superannuation interests

**a) By an offset of superannuation against other assets**

The fact that one spouse or de facto partner has superannuation and the other does not can be taken into account in a property settlement in a very broad general way.

A decision may be made as to a notional interest that one spouse or de facto partner has in the other's superannuation, with an offset in the division of other property e.g. one party may receive a greater share of the home or a greater payout from the spouse or de facto partner who retains their superannuation entitlement.

**b) A splitting order or agreement**

The Court may order, by consent or otherwise, a split of superannuation or the parties, through lawyers, may make a splitting agreement as part of a Financial Agreement. Any order made by the Court is one made subject to the 'just and equitable' requirements of the Family Law Act.

Once ordered, the split will provide the non-member spouse or de facto partner with superannuation entitlements, with a corresponding reduction in benefits payable to the member spouse or other de facto partner.

The terms of splitting orders will depend on the type of order being sought, but an order cannot be made in relation to an interest with a value of less than \$5,000.00.

**c) A flagging order or agreement**

A flagging order or agreement is similar to an injunction and operates to prevent the trustee of a fund from making payments from that fund and requires the trustee to notify both parties of any conditions of release.

Flags will be of most use where the value of a superannuation interest is unknown, but likely to become payable and therefore known soon – for example where a member's retirement is imminent. When appropriate the flag may be 'lifted' either by further order or a 'flag lifting' agreement to allow the matter to be finalised, and, if appropriate, a superannuation split may then occur.

If it is likely that your negotiations in mediation will involve a split of a superannuation interest or an agreement to bind the superannuation trustee in some way, then it will be necessary to send the Superannuation Information Form (SIF) to the Trustee, together with the appropriate fee. The SIF is completed by the Trustee and will usually state the gross value of the superannuation interest, but with some defined benefit funds, the assistance of an expert valuer may be needed.

### Superannuation agreements reached in mediation

Former partners wanting to negotiate a property settlement involving superannuation splitting or flagging are strongly advised to obtain independent legal advice about what figures should be used in the calculations, and the relevant approach to take.

When an agreement is reached whereby parties retain their own superannuation interests or there is an agreement to offset a superannuation interest against other assets, then there is usually no requirement to obtain a completed Superannuation Information Form from the Trustees, unless it is a defined benefit fund.

[www.familycourt.gov.au/wps/wcm/connect/4cff253e-e91e-4afe-b0d3-0b06a90a793a/Family\\_law\\_and\\_Superannuation](http://www.familycourt.gov.au/wps/wcm/connect/4cff253e-e91e-4afe-b0d3-0b06a90a793a/Family_law_and_Superannuation)

## 8. Child Support Agreements

Child Support agreements can make provision for payment of a regular periodic amount, or for payment of Child Support in other ways; e.g. payment of school fees, health insurance, mortgage etc. or by way of property settlement. If the parties agree that Child Support is to be paid in kind, the agreement must specify the annual value of the financial contributions by the parent with whom the child does not live and clearly state that the amount is to be credited against their Child Support liability.

There are two types of child support agreements, binding child support agreements and limited child support agreements. The main difference is that legal advice is not required to be obtained before parents enter into a limited child support agreement. The amount of child support payable in a limited child support agreement must not be less than the amount calculated in the administrative assessment made by DHS (Child Support). Family Tax Benefits payments can be affected by child support agreements.

If the parties want the Child Support collected by DHS (CS), the agreement must be made in writing, signed by both parties and registered. Any agreement which makes provision for support of a child can be registered for collection by DHS (CS).

[www.familycourt.gov.au/wps/wcm/connect/fcoaweb/family-law-matters/property-and-finance/child-support](http://www.familycourt.gov.au/wps/wcm/connect/fcoaweb/family-law-matters/property-and-finance/child-support)

For free information and advice about child support matters go to Child Support Legal Service on the following website:

[www.legalaid.gov.au](http://www.legalaid.gov.au)

## 9. Spousal /De Facto 'Maintenance'

Under the FLA, a person may have a legal responsibility to financially assist a former spouse or former de facto partner, if that spouse or partner cannot meet their own reasonable expenses from their personal income or assets and the person has capacity to pay. A woman is entitled to claim for maintenance for herself from her former partner for the period shortly before and after their child is born.

The court considers both the need of an applicant, and the respondent's capacity to pay. The court considers the following about each of you:

### Need

In determining whether there are reasons why one spouse or de facto partner is unable to support themselves, and therefore *needs* maintenance, the Court will consider, amongst other things:

- a) their age and state of health (including physical and mental);
- b) whether they have care of the children;
- c) how their years as homemaker have affected their ability to get back into the workforce;
- d) their capacity for appropriate employment;
- e) their assets and financial resources.

The court also takes into account with whom the children (under 18 years of age or adult children who are disabled) live.

### Ability to pay

In determining a person's *ability to pay* the Court will consider, amongst other things, their income, assets, financial resources, employment, expenses and other commitments.

<http://www.familycourt.gov.au/wps/wcm/connect/fcoaweb/family-law-matters/property-and-finance/maintenance>

### How can it be paid?

Maintenance can be paid in many different ways:

For example:

- periodic cash payments;
- lump sum payments;
- transfer of property under a property settlement;
- the right to occupy the matrimonial home or use of the family car;
- mortgage repayments or other payments in kind.

If maintenance is included in a property settlement, the order or agreement should specify what percentage is identifiable as maintenance.

## 10. Wills

A will is a written document which sets out wishes for the distribution of property after death. To be valid, a will must be signed by the willmaker and two witnesses who must be present together at the time of the signing by the willmaker. It is possible for a person to draw up their own will, but the witnessing/signing requirements must be followed strictly, or the Will may be invalid. There are will forms available on line and at any newsagent.

The person who dies without having a valid will is said to have died 'intestate'.

Both marriage and divorce affect a will. When a person marries, their will is automatically revoked except for bequests to their new spouse. It is advisable to make a new will immediately after marriage and after separation. A will remains in force after a married couple separate.

Divorce automatically revokes some parts of a will, namely:

- any bequest to a former spouse;
- the appointment of a former spouse as an executor;
- any other power exercisable by, or in favour of, a former spouse.

Provisions not relating to the former spouse can still be valid e.g. gifts to children.

## 11. Financial Counselling

Free and confidential financial counselling is available in relation to managing your financial situation.

Financial counsellors are aware of how difficult it is when a relationship ends. They know that a delicate juggling act is required when parents are in the process of dividing their property and separating their finances. A financial counsellor may assist you by doing a financial health check and ensuring all your eligible concessions are being utilised properly.

Financial counsellors provide:

- Help to communicate effectively about a personal financial problem.
- Information about Government concessions that could be accessible.
- Options when bills are overdue.
- Assistance negotiating with creditors when there is arrears on a loan, mortgage or credit card
- Guidance to develop the financial management skills to take control of your finances.
- Assistance when a letter of demand, a summons, and a warrant of execution or a judgment summons is received.
- Information about bankruptcy.

Financial counsellors are trained in understanding your legal liabilities and responsibilities in regards to debt and financial hardship. The financial counselling assessment involves more than just going through the financial facts and figures. A financial counsellor will establish a broader sense of how the current financial situation is affecting you, look at your options and their consequences and assist you to set realistic goals. A financial counsellor will give you information, support and referral to other specialist services when/if required.

Financial Counselling assistance:

- EACH: [www.EACH.com](http://www.EACH.com) 1300 003224 (1300 00EACH)
- Financial Counselling Association: <http://financial-counselling.org.au> (03) 9553 3227
- National Telephone Financial Counselling Helpline: 1800 007007

## 12. Importance of Legal Advice

### Do I need to see a solicitor?

If you wish to reach your own property settlement, without resorting to the courts, then **legal advice becomes very important in assisting you to negotiate effectively.**

It is important that, in obtaining advice you:

- provide your solicitor with the whole picture, in an objective way, taking into account factors on both sides;
- request a range of likely outcomes in the event of the matter going to court, expressed either in dollars or percentage terms, including an indication of the worst possible outcome for you, the best possible outcome, and the most likely outcome;
- obtain an idea of the likely cost and time delays involved in taking the matter through the various stages of the court process.

**Your solicitor's responsibility is to advise you of your legal rights. It is entirely up to you whether you act on the advice you receive.**

### Legal advice

Legal advice is recommended for everyone considering a property and financial agreement when a relationship ends. Being legally informed assists one to feel confident about considering options and proposing solutions and that the financial decision being considered is legally appropriate.

Parties who reach agreement at the Ringwood Family Relationship Centre are provided with a document called Proposed Property Settlement Agreement that summarises the decisions that have been made.

The Proposed Agreement documents both the considerations taken into account by the former partners, along with any agreement/s made about assets and debts.

To convert a Proposed Financial Agreement into a legally binding Consent Order is straightforward. The process requires certain specified Court documentation is completed by each party and filed at the Court, and the proposed agreement is approved by the court registrar.

Notes for you

Questions for legal advisors	Net assets <i>(after deducting joint debt)</i>	Super
What range in percentage terms of property division should I expect if my situation is to be considered by a court?	%	%
What is the <b>most likely outcome</b> of a property settlement?		
What would the <b>worst possible outcome</b> be for me?		
What is the best possible legal outcome for me?		
How would you advise my former partner if they were consulting with you as their solicitor?		
What would the likely cost be if an agreement is and we use the agreement as a basis for proposed Consent Orders?.		
How much time will be required for the court to make a decision about property?		
What will it cost if no agreement is reached and I instruct a lawyer to take this matter through the various stages of the court process?		
When a proposed agreement is reached, ask your lawyer whether the proposed division falls within reasonable range.		

For Legal Referral Service and list of accredited Family Law Specialists go to:

[www.liv.asn.au](http://www.liv.asn.au)

## Attachment A

### Step 1 - Preparing for Finance and Property Settlement

Details	
Date:	
Your Name:	
Other Party Name:	
Children (name/date of birth):	

**Important issues / urgent issues:** *We will guide you about addressing these issues.*

### Current Assets

Items	Your estimate	List documents and information you may want to bring
<b>Real Estate</b>		
Family home	\$	
Holiday home	\$	
Investment property	\$	
Vacant block of land	\$	
<b>Motor Vehicles</b>		
Cars	\$	
Trucks	\$	
Motorbike	\$	
<b>Bank Accounts</b>		
Savings	\$	
Cheque	\$	
Term deposit	\$	
Inheritance	\$	
<b>Furniture &amp; Effects</b>	\$	
<b>Shares/Debentures</b>		
	\$	
<b>Business</b>		
Property	\$	
Stock	\$	
Tools	\$	
Goodwill	\$	

<b>Other Property</b>		
Caravan/Camper trailers	\$	
Trailers	\$	
Boats	\$	
Time Shares	\$	
Antiques	\$	
Jewellery	\$	
<b>Total Assets</b>	<b>\$</b>	

**Current Debts**

Items	Your estimate	List documents and information you may want to bring
<b>Mortgage</b>		
<b>Credit Cards</b>		
Visa	\$	
Master Card	\$	
American Express	\$	
Diners	\$	
Overdraft accounts	\$	
Store cards	\$	
<b>Personal Loans</b>		
Motor Vehicle loan	\$	
Other loan	\$	
<b>Debt</b>		
Tax Debt	\$	
CentreLink Debt	\$	
Utilities Debt	\$	
School Fees unpaid	\$	
HECS Debt	\$	
Child Support Arears	\$	
Rent / Mortgage Arears	\$	
<b>Business</b>		
Business Loans	\$	
Overdrafts	\$	
Creditor debt	\$	
<b>Other</b>		
Real Estate Agent fees	\$	
Legal Fees	\$	
<b>Total Debts</b>	<b>\$</b>	

**Super**

Items	Your estimate	List documents and information you may want to bring
Accumulated Super	\$	
Defined Superannuation	\$	
Insurance Policy (surrender value)	\$	
Retail Master Trust	\$	
Self Managed Super	\$	
<b>Total Super</b>	<b>\$</b>	

Notes: