

# CURRENT FAMILY LAW

Volume 13, Number 2

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## ARTICLES

**Financial agreements: Risks, responsibilities and rewards** – *Paul Staindl and Lisa Bradley*

In August 2006, the authors argued that binding financial agreements presented legal practitioners with a serious liability risk, the extent of which would not be apparent for decades and which could result in wide-ranging court applications, not only between estranged spouses but between solicitors and their former clients. In 2007, a series of Family Court judgments, culminating in the Full Court decision in *Black v Black* brought the reality of that risk to the forefront of practitioners' minds. In light of that landmark decision, this article recaps the basics of drafting effective binding financial agreements, explores the varying judicial approaches since the authors' 2006 publication and looks to the future: are binding financial agreements the family lawyer's "ticking time bomb"? .... 64

**Superannuation: Where are we at, five years on?** – *Greg Shoebridge*

In this article the author reviews in some detail the changes that were effected by superannuation-related amendments that commenced in December 2002. The practical changes that those amendments have made to property adjustments are considered, including the valuation of superannuation interests; the changes in case law dealing with contributions of parties to superannuation entitlements; and issues associated with drafting superannuation agreements. As will be seen, the amendments have already created a substantial volume of jurisprudence and it seems likely that there is more to come. .... 70

**Child Support Agency demands for documents and information: Does legal professional privilege apply?** – *Greg Shoebridge*

Every practitioner is aware of the privilege that protects certain communications between themselves and their clients. Most practitioners would be aware that, like many other government agencies, the Child Support Agency (CSA) has the power to issue notices compelling production of documents and information, even from third parties to a child support assessment. What is a solicitor obliged to do if a client has provided documentation in relation to a child support query and the CSA serves notice under s 120 of the *Child Support (Assessment) Act 1989* (Cth) compelling production of all material relevant to the CSA's assessment process? What is privileged? What is not? Which prevails – legal professional privilege or the CSA notice? This article aims to provide a comprehensive answer to these questions. .... 83

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