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Hot off the press...

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## 2011 Messenger Local Business Awards

This year, Di Rosa Lawyers had another crack at winning the Messenger Local Business Awards (Best Professional Business, Western Region) and were fortunate enough to become a finalist, having reached the semi-finals in 2010.

We were able to get this far by having our clients vote for us and passed some tests set for us by the Messenger covering customer service

and occupational health and safety within our offices.

At a gala award ceremony held at the Hilton Hotel Adelaide on 12 November 2011, members of the firm attended and had a fun night only to learn we were pipped at the post by another business in our category.

We still had a great night and will be in the running to win the top prize next year!



## Visit our new blog: [www.dirosalawyers.com.au/blog](http://www.dirosalawyers.com.au/blog)

We have finally launched into the blogosphere!

Along with some other subtle changes to our website, we have added a blog page (see address above).

We will keep our blog page full of interesting tidbits of legal information, facts and reports so our clients and interested readers never miss out on what is happening in the wonderful world of law as we know it! Stay tuned and let us know what you think!



## Editorial

Thanks again for picking up (and hopefully reading!) this edition of The Vibe.

As you will see there is never a dull moment at Di Rosa Lawyers.

In this edition, we cover our efforts in Messenger Local Business Awards (close, but no cigar) and our new blog.

We have expanded our law

columns on pages 2 and 3 to accommodate the content provided by our associate solicitors.

Craig Ellis writes about Workcover claims, and in doing so highlights the fact the employers can also be represented in the Workcover system (it's not just about the workers).

Katherine Stavrou keeps us up to date about Binding Child Support Agreements.

As usual, our social page is on the back, together with our free first hour consult promotion. Enjoy!



\* "It's the vibe of the thing, your Honour"

Dennis Denuto (Tiriel Mora),  
"The Castle" (1997)

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## Craig Ellis: More on Workcover



Readers of the Vibe may have recently seen reference in the mainstream media to an upcoming contract review in relation to WorkCover.

Currently, all claims management is conducted by one company, EML, and the legal services are provided by Minter Ellison.

Of course, the perennial story seems to be that the WorkCover system has a massive unfunded liability which does not seem to have been effectively addressed by the changes that were introduced in 2008.

Those changes had some potentially wide-ranging effects on injured workers in particular. Perhaps the most serious of those changes was the introduction of a 130 week (2.5 year) limit on the receipt of income maintenance payments.

However, there were also changes to other aspects of the WorkCover system. An important one of those was to limit the amount of fees that a lawyer can charge an injured worker.

What this means is, that in effect, much of the work of a lawyer on behalf of an injured worker, cannot be charged directly to the worker and can only be charged to WorkCover.

This means that an injured worker can now have a great deal more confidence about consulting with a lawyer in relation to their claim and not have to worry about expensive legal fees wiping out any financial benefit that they might otherwise obtain through using a lawyer.

The vast majority of injured workers who lodge a claim with the WorkCover system do not need a lawyer.

However, there are almost always circumstances where legal assistance can be of benefit.

Just as one example, an injured worker will usually have some “obligations” set out in a document called a “Rehabilitation & Return to Work Plan”. Quite often, the plan will include limitations upon the nature of the work that the injured worker can do or the days and hours on which they can be required to work. If you are in that situation, you certainly have a right to have some input into the preparation of the plan. An injured worker might find that the limitations on their work hours or the nature of their duties as set out in the plan are in fact beyond their capacity. In circumstances like this, an injured worker has an entitlement to dispute the terms of the plan. Consulting with a lawyer about such a dispute would in fact result in no cost to the injured worker.

There can also be situations where consulting a lawyer might obtain some less obvious benefits. One example was the injured worker who was no longer able to walk their pet dog (as they had done before the injury). WorkCover initially refused but after legal action was required to pay for a dog walker to walk that person’s dog.

There are many more examples where the involvement of solicitors has resulted in genuine benefit at little or no cost but these are too numerous (and sometimes complex) to address in the scope of this article.

Suffice it to say that Di Rosa Lawyers always recommend that you should consult with us if you are an injured worker.

### **It’s not just the workers**

Many of our clients are small businesses with employees who sometimes make claims arising from work injuries. Small employers may often feel as though they are “at the mercy” of WorkCover and it’s (currently) sole agent, Employer’s Mutual Limited.

However, employers also have an entitlement to be heard in relation to a worker’s WorkCover claim. It might be that the employer disputes the circumstances of the injury (or that an injury occurred at all). As an employer, you have a right to be heard and a right to dispute many decisions made about a worker’s claim by WorkCover. Although the same limitation in relation to legal fees does not apply, it is quite often the case that for no out of pocket cost to an employer, legal assistance can be obtained in the dispute process. Certainly, if you are an employer who is concerned about the details of a workers compensation claim then we invite you to consult with us.

## Katherine Stavrou on Binding Child Support Agreements



Since 1 July 2008, the law allows parents to enter into Binding Child Support Agreements.

They are intended to provide a level of certainty and finality about child support arrangements for parents. Therefore legal advice is required to ensure that parents understand the consequences of making a Binding Child Support Agreement and to provide protection against any misleading behaviour. Furthermore, they must also receive legal advice before terminating the Agreement.

It is not necessary to have an administrative assessment in force before entering the Agreement however if a Binding Agreement is registered with the Child Support Agency a “notational” formula assessment will be created. A notational assessment is the formula based assessment that would apply if the Agreement was not in place. However, where the Binding Agreement provides for crediting of a “lump sum payment” certain provisions must be made.

The Binding Agreement must contain a statement that each party obtained independent legal advice before the Agreement was signed and each party’s solicitor certifies in an Annexure to the Agreement that they have provided independent legal advice.

It is important to note that the Binding Agreement can provide for the payment of child support that is less than, equal to or more than the rate of child support that would be payable under the formula assessment. The Agreement will not be sent to Centrelink for approval unless the Agreement includes the period that is prior to 1 July 2008.

*“At Di Rosa Lawyers, we have an understanding of the Child Support scheme and will ... ensure that we can assist you in respect of issues that may arise about child support arrangements for our clients.”*

Furthermore, it can provide for periodic, non periodic and lump sum payments.

The Binding Agreement can be terminated by executing a Termination Agreement or a further Binding Child Support Agreement.

However, both alternatives do require the provision of independent legal advice to each of the parents.

The Agreement must contain a statement that the solicitors have provided independent legal advice as to:

- The effect of the Agreement;
- The advantages and disadvantages at the time that the advice was provided to the party making the agreement.

It is important to mention that the Agreement can also be set aside by the Court in very limited circumstances therefore it is very important for each party to receive comprehensive independent legal advice before entering into a Binding Child Support Agreement.

Here, at Di Rosa Lawyers, we have an understanding of the Child Support scheme and will do our best to ensure that we can assist you in respect of issues that may arise about child support arrangements for our clients.

Therefore, should you have any queries in respect of child support or related issues, please do not hesitate to contact Katherine Stavrou on 8354 2233.



# As usual, we're up and about



In September, Di Rosa Lawyers sponsored former X-Factor contestant, Sophie Metcalfe (left, with Dino and Diana and Anna from the office), for a special round of the Brock Harcourts Foundation Quiz Night.

Our team also organised a table to go into the quiz competition and we did a creditable job, finishing in the top third amongst about 25 tables.

Well done, Sophie and the team!

On Melbourne Cup Day, Di Rosa Lawyers had our traditional lunch and office sweep.

It was a photo finish between Diana Di Rosa on Dunaden and Dino Di Rosa on Red Cadeaux, which Diana (er, Dunaden) won by a nose.

Everyone else in the office thought the sweep was rigged this year, but for once the boss and his wife ended up collecting rather than paying!



As you would have read on the front page, Di Rosa Lawyers were finalists in the professional category of the 2011 Messenger Local Business Awards.

From right, there's Diana Di Rosa, Anna Ardolino and husband Ralph, who was supposed to come along as our good luck charm.

We didn't end up winning, but we still had a good time, especially at the end of the night when we drowned our sorrows at the Gallery on Waymouth.

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