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HEADING THE OUTLAWS OFF AT THE PASS IN ESTATE PLANNING

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MATTHEW BURGESS, DIRECTOR, VIEW

View Legal

Not all relationships last the distance, and parents are increasingly concerned about protecting their adult children's potential share of that wealth from a former partner following a relationship breakdown.

This paper, and accompanying presentation provides a guide to the key estate planning mechanisms for quarantining assets from family court proceedings, including:

a. What does the Family Court look for in assessing assets available for property claims?

b. How effective are family trusts in protecting property from third party claims?

c. Strategies for drafting trust deeds and managing distributions to fend of former partner claims

d. Structuring testamentary trusts for asset protection

e. Can a Binding Financial Agreement effectively prevent claims against trust assets and wider family property?

f. Key cases, including *Rigby & Kingston* (No 4) [2021] FamCA 501

FAMILY COURT DECISIONS INVOLVING FAMILY TRUSTS

The asset protection typically understood to be afforded by trusts is derived from the longstanding view that a mere discretionary beneficiary of a trust does not have a proprietary interest in a trust's assets and the main right of a discretionary beneficiary is limited to enforcing due administration of the trust.

Consequently, it is difficult to value this right when the beneficiary has no present entitlement to the trust's assets and may never have any entitlement to any part of the income or capital of the discretionary trust.

While this has been the accepted view for hundreds of years, decisions in Australia potentially undermine the level of asset protection afforded by trusts.

Kennon v Spry

Initially, *Kennon v Spry* (2008) 238 CLR 336 raised concerns that the decision represented a significant widening of the courts' power to effectively disregard the existence of a trust when considering the division of assets on a property settlement.

Over time, the practical impact of the decision has arguably softened, not least of which due to the fact that the outcome of the decision appears to be strongly linked to the

somewhat unique circumstances of the case. In particular, the arguably questionable conduct by the husband (such as mismanagement of trust assets, threatened destruction of trust assets, misleading representations to the courts, and attempted direct communication with the judges) may have contributed significantly to the outcome.

A number of cases since 2008 reinforce the conclusion that the impact of *Kennon v Spry* has not been as severe as initially feared. However, it is relevant to consider the underlying powers conferred on the courts in relation to trusts by the Family Law Act (**FLA**).

POWERS IN THE FLA RELATING TO TRUSTS

The summary below is intended to give only a 'high-level' introduction to the powers of the Family Court, to provide context to the tax consequences then summarised further below.

The meaning of 'property' in the FLA

The starting point of a property division is determining the nature of the assets and liabilities of the parties to the marriage, and to classify those assets and liabilities as either property of the parties or a financial resource or, potentially, neither.

If a court determines as part of this process that a trust's assets fall under the definition of a financial resource (as opposed to being the property of the parties), then those assets cannot be divided between the parties under a court order.

Table 1 provides a diagrammatic summary of the options available to the court when dealing with assets of the marriage.

Table 1

Not property or a financial resource	Is a financial resource	Is property but only a portion represents property of the marriage	Is property and 100% should be treated as property of the marriage

The FLA defines 'property' as 'property to which those parties are, or that party is, as the case may be, entitled, whether in possession or reversion. As explained in *Kennon v Spry*, the FLA confers a wide power on the court to vary the legal interests in the property and to make orders for a settlement of property in substitution for any interest in the property.

The definition of property in the FLA can be contrasted with the definition under section 5 of the Bankruptcy Act, which states that property is 'real or personal property of every description … and includes any estate, interest or profit, whether present or future, vested or contingent, arising out of or incident to any such real or personal property'.

Due to the very broad definition of property in the FLA, the Family Court therefore has a much wider ability to deal with trust property than the courts dealing with other regimes, for example, bankruptcy.

Thus, in *Kennon v Spry*, the court held that where:

1. the husband was (at the relevant junctures) the sole trustee and appointor; and
2. the trustee had absolute discretion to vary the terms of the trust deed and distribute income and capital to any one or more of the beneficiaries to the exclusion of any,

this was indicative that the husband was the sole controller of the trust.

The husband's control role (which meant that the husband had the discretionary power to transfer all assets of the trust to the wife), together with the wife's right of due administration as a beneficiary of the trust, was sufficient justification for the court to determine that the assets of the ICF Spry Trust should be treated as property of the parties.

One developing issue in this regard (which is outside the scope of this chapter but warrants mention) relates to the so-called 'Jodee Rich' amendments that, in certain situations, empower the Family Court to make decisions that simultaneously bind the parties to the marriage breakdown and various third parties, including creditors such as the Tax Office.

This power arose from O'Ryan J's judgment in the matter of Australian Securities and Investments Commission & Rich & Anor [2003] FamCA 1114 at:

> '… I have no jurisdiction to make the orders sought by ASIC pursuant to s 90K … However, it is of concern to me that the consequence of my finding is that the Family Court has no jurisdiction to deal with an application by an unsecured or contingent

creditor to set aside a financial agreement in circumstances where the interests of such a third party are or may be adversely affected by the terms of the agreement … It was therefore entered into to defeat the interests of third parties

… In my view, consideration should be given to conferring jurisdiction on this Court to deal with an application by the third party whose interests may be adversely affected by the terms of a binding financial agreement to set aside the agreement. There are public policy reasons for why this should be so. Thus Part VIIIA should be reviewed, at least in terms of its effect on the legitimate interests of third parties, because the Family Law Act may be made … an instrument of harm to a third party.'

Section 79 of the FLA

Section 79 of the FLA applies where the court finds that the trust assets are property of a party to the marriage, rather than a financial resource. Broadly, the four powers of the court in relation to assets held via a trust are as follows:

1. bringing assets notionally into the matrimonial property pool;
2. setting aside transactions which would have the effect of diminishing claims under the FLA;
3. declaring the purported trust arrangements to be a sham; and
4. altering the ownership of a third party and making binding orders on third parties.

SHAM TRUSTS

The courts also have power to effectively ignore a trust structure where the trust arrangement is, in fact, a sham. A trust will be treated as a sham (and its purported existence ignored) where the parties intended to create rights and obligations different from those described in the documents. Before a document is held to be a sham, it must be shown that there was the intention to mislead third parties in respect of the relevant rights and obligations in dispute.

The decision of Harris & Harris [2011] FamCAFC 245 is an example of the court considering whether a trust arrangement was in fact a sham. In that case, the trust had been established at the instigation of the father of the husband prior to the husband's marriage.

At the time of the case, the trustee of the trust was a company of which the husband and his sister and mother were directors. The husband's mother held 50% of the shares, and the husband and his sister each held 25% of the shares. The husband's mother was also the appointor of the trust. The husband was listed as a potential beneficiary of the trust, together with other family members.

The trust owned, among other assets, all of the shares in a company which ran a business initially operated by the husband and wife and after the separation operated only by the husband.

The wife argued that the control arrangements in place were a sham, and that the trading company (of which there was no dispute that the husband was the managing director) was an alter ego of the husband and, on this basis, the husband had sufficient control of the trust itself such that the assets of both the trust and trading company should be regarded as being included in the property pool.

Alternatively, the wife alleged that the husband's mother was 'a puppet' of the husband, and he had indirect control of the trust through her.

The court applied the principles set out by French CJ in *Kennon v Spry* and found that, while the husband was a 'beneficiary of the trust, he did not control the trustee directly or indirectly …' and there was no basis to notionally include the assets of the trust (including its shares in the trading company) as part of the pool of assets.

In relation to whether the trust arrangements were effectively a sham, the court found that the wife did not advance sufficient evidence to support a finding that the husband's mother was the husband's 'puppet', through which he exercised de facto control of the trustee company and of the trust.

The fact that the trust had been established by the father of the husband, and that virtually every change in the management and direction of the trust could be at least partially referrable to the ongoing estate and succession planning arrangements of the husband's parents, provided strong support to the conclusion that the trust was not a sham.

OVERVIEW OF FLA

Section 81 of the FLA imposes a duty on the Family Court to, as far as practicable, make such orders as will finally determine or finalise the financial relationships between the parties to a marriage, including entities such as family trusts.

There are three main alternatives to achieving resolution of a property dispute under the FLA, namely:

1. consent orders of the Court;

2. a formal order of the Court; and
3. binding financial agreement under part VIIIA of the FLA.

It should be noted that there are potentially different CGT consequences depending on which alternative is adopted, although the issues in this regard are outside the scope of this chapter.

CGT

Broadly speaking, CGT is payable on the profits realised from the disposal of an asset where that asset was acquired by a taxpayer after 19 September 1985. An 'asset' for CGT purposes is defined extremely widely and the 'CGT events' which set out the situations in which a taxpayer will make a capital gain or loss are also extremely broad.

The result is that most transfers of assets on dissolution of a marriage will be deemed to be disposals for CGT purposes, and will, subject to the parties being able to fall within and take advantage of the exemptions and rollovers outlined below, create a CGT liability.

It is essential that CGT is taken into account in determining the allocation of assets on marital breakdown.

As set out below, the availability of the rollover relief is quite limited and it is therefore crucial to determine whether and to what extent any CGT will be payable and by whom before any agreement is reached in relation to the asset allocation.

In particular, where an asset is owned via a family trust, rollover relief is only available where the relevant asset is transferred from the trust to a spouse of the relationship.

It is only after the taxation consequences are taken into account that the parties can be certain that the asset allocation is equitable.

The decision in *Rigby & Kingston* (No. 4) [2021] FamCA 501 provides a useful point of reference in this area.

In summary, the key aspects of the factual matrix were as follows:

1. A group of trusts and companies was largely created by a father who under his estate plan arranged for control to pass to his 3 adult children.
2. A testamentary trust was created under the father's will, controlled by the 3 adult children, with a somewhat unique obligation that the trust should vest and the assets transferred to the 3 adult children on the youngest attaining 60 (an approach that many specialist advisers would question in the context of issues such as tax planning, stamp duty management and asset protection).

3. The trustee of the testamentary trust did however have discretion to make interim capital distributions to any beneficiary prior to the vesting date, meaning that there was no guarantee that the 3 adult children would in fact receive anything on vesting of the trust.
4. The terms of the will set out that decisions of the trustees (being the 3 adult children) were to be made by majority, in the context that the will also specifically stated that it was the father's 'desire that the benefit of my estate should pass to my children and/or grandchildren and that it is my express desire that no entitlement should accrue to any present or future spouse of my children or grandchildren particularly if such entitlement were to disadvantage my children or grandchildren or the continuity of any of the businesses which are conducted by the group of companies controlled by me'.
5. One of the adult children, after over 15 years of marriage, suffered a relationship breakdown and while there was a form of 'prenup' in place, it predated the legislation that would have allowed it to be binding on the parties automatically.
6. It was accepted that the adult child had contributed over $10M to the relationship, while her former husband had contributed less than $1.2M.
7. The wife returned to work after each child of the relationship with the husband was born, while for long periods the husband was unemployed or unemployable – yet still did not contribute as much as the wife to assisting with raising their children.
8. The husband was wanting assets in the various trusts the wife was in joint control of added to the matrimonial pool and allocated to him.
9. The husband argued the value of assets in the trusts was perhaps worth up to $100M, while the wife claimed the assets were up to $50M.
10. The combined legal fees at the date of the trial (including those of the wife's 2 brothers who were co-trustees of many trusts with the wife) were in excess of $2.3M and the wife had to sell her main personal asset (a home) to fund the legal costs.

In dismissing the husband's claims and determining that the wife's interests in the assets of the various trusts were not property of the marriage the court confirmed:

1. the starting point in relation to the question of whether the property of the trust is, in reality, the property of the parties or one of them is a matter dependent upon the facts and circumstances of each particular case, including the terms of the relevant trust deed and the fact there has been a long marriage is not of itself determinative (see In the Marriage of Goodwin and Goodwin Alpe [1990] FamCA 147);
2. the beneficiary of a non-exhaustive discretionary trust who does not control the trustee directly or indirectly has a right to due consideration and to due administration of the trust but it is difficult to value those rights when the beneficiary has no present entitlement and may never have any entitlement to any part of the income or capital of the trust (see Spry);
3. the only property that a trustee has in the assets of a discretionary trust is the bare legal title, which is of no practical value; and the only property that a potential beneficiary has is the right of due administration which – although it is property, in the sense that it is a chose in action – is also of no practical value (see ***Gartside v Inland Revenue Commissioners*** [1967] UKHL 6). This means that, without more, the interest of a trustee or potential beneficiary in a discretionary trust, although they might be within the wide definition of 'property', are of little practical worth when it comes to matrimonial property adjustment. In particular, they do not equate to an interest in trust assets (see ***Karllson & Karllson*** [2014] FamCA 571);
4. in Spry the treatment of the assets of the trust as property of the parties or either of them, arose as a result of a combination of factors including control, legal title, powers of distribution and the source of the trust fund. In the case here, none of those factors existed, for example:
   a. the wife did not control any of the trust, rather legal title was held either jointly with her two brothers or by a corporate trustee in which the wife was one of three directors;
   b. the wife alone could not make decisions to distribute trust funds to herself;
   c. the source of the funds in the testamentary trust (and essentially all other inter vivos trusts in the group) was from a stranger to the marriage, being the wife's father, and not through the efforts of the wife or the husband;
5. where there is a unit or fixed trust, or a discretionary trust that has been converted into a fixed trust creating irrevocable entitlements to either income or capital, then the trust assets may be considered property of a marriage (even if sourced from a stranger to the marriage). However that was not the case here given the trustees of the testamentary trust retained the discretion as to whom

distributions would be made and in what sum, including to the total exclusion of the wife (see *Pittman & Pittman* [2010] FamCAFC 30);

6. ultimately, the rights that the wife had were of little practical worth and, in the absence of control, did not equate to a proprietary interest in the assets of the trusts;
7. furthermore, the court noted that the entirety of the testamentary trust assets could be distributed at the election of the wife's brothers to beneficiaries other than the wife prior to the vesting date and that any such decision would be entirely consistent with the clearly articulated purpose of the trust (created by the father under his will, as a stranger to the marriage) that none of his property should benefit a spouse of his children;
8. the power of the Family Court to unwind transactions designed to prevent a spouse accessing assets (see section 106B of the Family Law Act) are of no relevance when assets of a trust are not and were not property of the spouse and the spouse has no irrevocable rights to income or capital - the powers of the court in this regard cannot be utilised to create rights that did not otherwise exist;
9. an 'Umbrella Deed' that set out the intentions and expectations of the wife and her two brothers and stated an intention to ensure equality of division of assets as between the three parties upon cessation of the family businesses (defined as being on 30 June 2040), did not override the fiduciary obligations of the trustees of the testamentary trust to administer the trust in accordance with its terms (and indeed the Umbrella Deed specifically stated this). Thus, the Umbrella Deed did not change the conclusion that the wife had no interest of value in the various trusts;
10. finally, while control of a company by a party to a marriage as well as majority shareholding may lead to the treatment of the assets of the company being treated as assets of a party to the marriage, this was not relevant here as the wife had neither the control of, nor the majority of shares in, any company (see *Ascot Investments Pty Ltd v Harper* (1981) 148 CLR 337).

In light of the above conclusions, the husband also asked the court to instead exercise its powers to nevertheless access assets of the trusts on the basis of the powers under section 79 of the Family Law Act to 'make such order as it considers appropriate' as long as the court 'is satisfied in all the circumstances, it is just and equitable to' do so.

After a careful analysis of the issues the court also rejected this aspect of the husband's claim. The court confirmed that if the husband was unable to maintain himself adequately then he had the right to claim spousal maintenance from the wife.

PRACTICAL RECOMMENDATIONS FOR ASSET PROTECTION AND ESTATE PLANNING

It is clear from *Kennon v Spry* and subsequent decisions that the Family Court has extremely broad powers beyond the following characteristics which would tend to lead to a conclusion that trust assets should be considered to be property of the parties to the relationship:

1. where both spouses are able to benefit, and historically have benefited fully from the income and capital of a trust;
2. where a spouse is the controller of a trust, for example, as the sole trustee, appointor or through shareholding or directorship of a corporate trustee;
3. where the property of a trust has been contributed by the parties to the relationship or through the efforts of a party to the relationship; or
4. the property of the trust was acquired during the relationship.

In light of these broad principles, it is also possible to draw some practical conclusions from the court decisions, as outlined below. Many of these principles are particularly relevant when structuring trusts to facilitate the intergenerational transfer of wealth, both during a person's lifetime and under their estate plan.

Obviously, any trust structuring steps should be considered and implemented as part of a comprehensive review, and ideally not immediately prior to a relationship breaking down. As outlined above, *Kennon v Spry* is a stark example of the court's ability to use the powers in s 106B to unwind unilateral changes to a trust once there is evidence that a relationship is starting to strain.

A specific further example in relation to testamentary trusts

It is important to note that testamentary trusts are one form of trust where there have been a limited number of family law reported decisions on.

At least anecdotally, some believe that this is because the Family Court is less inclined to consider assets held via testamentary trusts to be exposed to division on a property settlement.

The decision in ***Bernard v Bernard*** [2019] FamCA 421 seems to add weight to this line of reasoning, assuming the testamentary trust is properly structured and administered appropriately.

In this case a testamentary trust was set up under the will of the husband's father, who died 3 years before the husband and wife separated.

Broadly, the testamentary trust (which was named after the husband) was structured as follows:

1. the husband was the primary beneficiary;
2. the appointor was a third party, and although not disclosed in the case, may have been a trusted adviser;
3. the husband's sister was the sole trustee; and
4. the range of beneficiaries was relatively 'standard' - although not limited to the bloodline of the willmaker in that the husband's wife was a potential beneficiary.

There was also a second testamentary trust for the husband's sister, structured on mirror terms.

While the (notorious) family law decision in Spry was mentioned by the court, it was largely only to observe that the Spry situation was entirely different to the facts of this case; other than for the fact that there was a trust in existence.

In holding that the assets of the husband's testamentary trust did not form part of the matrimonial pool the court mentioned the following key aspects of the trust:

1. the husband was not the settlor (rather his father was);
2. the husband was not the trustee;
3. the trustee retained complete and unfettered discretion to administer the trust;
4. the husband was not the appointor;
5. while the husband was a primary beneficiary, this of itself created no legal title to the property of the trust; and
6. there was nothing to support a suggestion that the testamentary trust may be a sham.

The court also confirmed that the trustees of each of the 2 testamentary trusts had been scrupulous in their dealings and in their promulgation of resolutions, to ensure accumulation of funds to carry out the activities of the trustee, holding of meetings and in the filing of tax returns and their distinct roles as trustee and beneficiary.

Indeed the court stated that ‘rarely (does it) see a family law matter where tax returns and disclosure is so up to date and thorough, as has been in this matter’.

While the testamentary trust assets were still considered a financial resource, this meant that they could only be factored into the final property settlement in an indirect manner.

BFAS

Another key potential strategy from an asset protection perspective is the use of Binding Financial Agreements (BFA).

The High Court has given guidance in relation to the manner in which parties to the BFA must conduct themselves if they are wanting the agreement to be binding.

The case itself received a significant amount of media attention, however it is perhaps most objectively summarised by the publication released by the High Court at the time of them releasing their judgement, which is set out below.

High Court summary

Today the High Court unanimously allowed an appeal from the Full Court of the Family Court of Australia in the case of *Thorne v Kennedy* [2017] HCA 49.

The High Court held that two substantially identical financial agreements, a pre-nuptial agreement and a post-nuptial agreement, made under Pt VIIIA of the Family Law Act 1975 (Cth) should be set aside.

Mr Kennedy and Ms Thorne (both pseudonyms) met online in 2006.

Ms Thorne, an Eastern European woman then aged 36, was living overseas. She had no substantial assets.

Mr Kennedy, then aged 67 and a divorcee with three adult children, was an Australian property developer with assets worth over $18 million.

Shortly after they met online, Mr Kennedy told Ms Thorne that, if they married, “you will have to sign paper. My money is for my children”.

Seven months after they met, Ms Thorne moved to Australia to live with Mr Kennedy with the intention of getting married.

About 11 days before their wedding, Mr Kennedy told Ms Thorne that they were going to see solicitors about signing an agreement.

He told her that if she did not sign it then the wedding would not go ahead.

An independent solicitor advised Ms Thorne that the agreement was drawn solely to protect Mr Kennedy's interests and that she should not sign it.

Ms Thorne understood the advice to be that the agreement was the worst agreement that the solicitor had ever seen. She relied on Mr Kennedy for all things and believed that she had no choice but to enter the agreement.

On 26 September 2007, four days before their wedding, Ms Thorne and Mr Kennedy signed the agreement. The agreement contained a provision that, within 30 days of signing, another agreement would be entered into in similar terms.

In November 2007, the foreshadowed second agreement was signed. The couple separated in August 2011.

In April 2012, Ms Thorne commenced proceedings in the Federal Circuit Court of Australia seeking orders setting aside both agreements, an adjustment of property order and a lump sum spousal maintenance order. One of the issues before the primary judge was whether the agreements were voidable for duress, undue influence, or unconscionable conduct. The primary judge set aside both agreements for "duress".

Mr Kennedy's representatives appealed to the Full Court of the Family Court, which allowed the appeal. The Full Court concluded that the agreements should not be set aside because of duress, undue influence, or unconscionable conduct.

By grant of special leave, Ms Thorne appealed to the High Court. The High Court unanimously allowed the appeal on the basis that the agreements should be set aside for unconscionable conduct and that the primary judge's reasons were not inadequate.

A majority of the Court also held that the agreements should be set aside for undue influence. The majority considered that although the primary judge described her reasons for setting aside the agreements as being based upon "duress", the better characterisation of her findings was that the agreements were set aside for undue influence.

The primary judge's conclusion of undue influence was open on the evidence and it was unnecessary to decide whether the agreements could also have been set aside for duress.

Ms Thorne's application for property adjustment and lump sum maintenance orders remains to be determined by the Federal Circuit Court.

What does the decision mean?

As flagged in the above summary, the key issues undermining the validity of the BFA in this matter related to the conduct of the husband and the existence of unconscionable conduct and (by majority) undue influence.

Unconscionable conduct was summarised as follows, "a special disadvantage may also be discerned from the relationship between parties to a transaction; for instance, where there is 'a strong emotional dependence or attachment' … Whichever matters are relevant to a given case, it is not sufficient that they give rise to inequality of bargaining power: a special disadvantage is one that 'seriously affects' the weaker party's ability to safeguard their interests."

Undue influence is said to occur when a party is deprived of 'free agency' in entering into an arrangement. In other words, when there is something so strong that the influenced party is under the belief that while the document is not what they want, they feel compelled to sign it anyway.

The High Court listed the following six factors (noting that they are however not exclusive) relevant in assessing whether there has been undue influence in the context of BFAs:

1. Whether the agreement was offered on a basis that it was not subject to negotiation.
2. The emotional circumstances in which the agreement was entered, including any explicit or implicit threat to end a marriage or to end an engagement.
3. Whether there was any time for careful reflection.
4. The nature of the parties' relationship.
5. The relative financial positions of the parties.
6. The independent advice that was received and whether there was time to reflect on that advice.

Admittedly, with the benefit of hindsight, arguably, the case does not significantly change the position in relation to the effectiveness of BFAs.

Indeed, the agreement may well have been held to be valid if some of the basic recommendations featured throughout this book were embraced.

In particular, if the arrangements had been put in place earlier in the relationship or at least not so approximate to the wedding, that would have increased the robustness of the agreement.

Similarly, if steps were taken to ensure that the independent lawyer was able to endorse the appropriateness of the agreement by way of a collaborative negotiation, then it would have almost certainly been the case that the arrangements would have been upheld.

This said, BFAs remain a stark reminder of a key asset protection mantra, that being the need to 'measure twice and cut once' if there is a desire for the arrangement to be enforceable.

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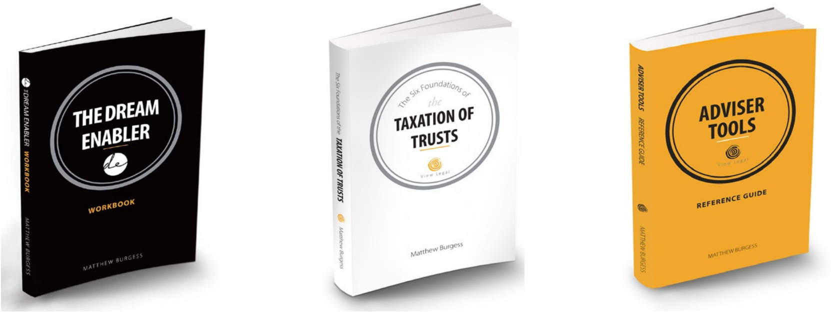

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CONTACT DETAILS

Matthew Burgess
Director, View

Email:	solutions@viewlegal.com.au
Website:	http://www.viewlegal.com.au/
Blog:	http://blog.viewlegal.com.au/
Twitter:	https://twitter.com/view_legal
Linked in:	https://linkedin.com/company/view-legal/
Instagram:	@matthewwburgess

ABOUT THE AUTHOR

Matthew Burgess is one of the founders of specialist firm View Legal.

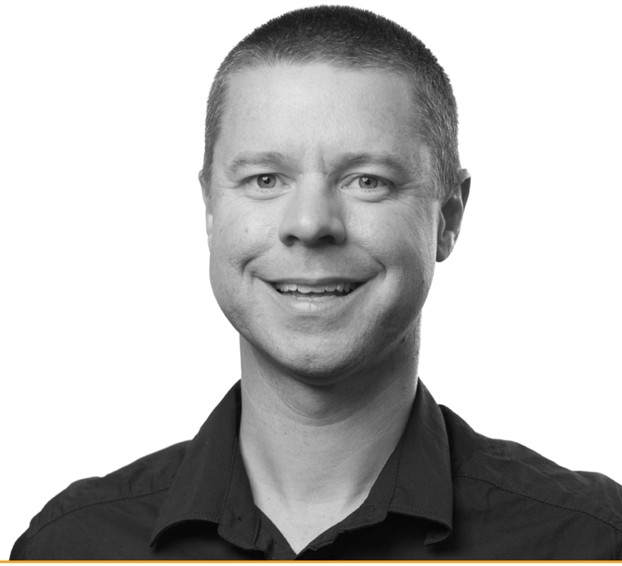
Having the opportunity to help clients achieve their goals is what he is most passionate about.

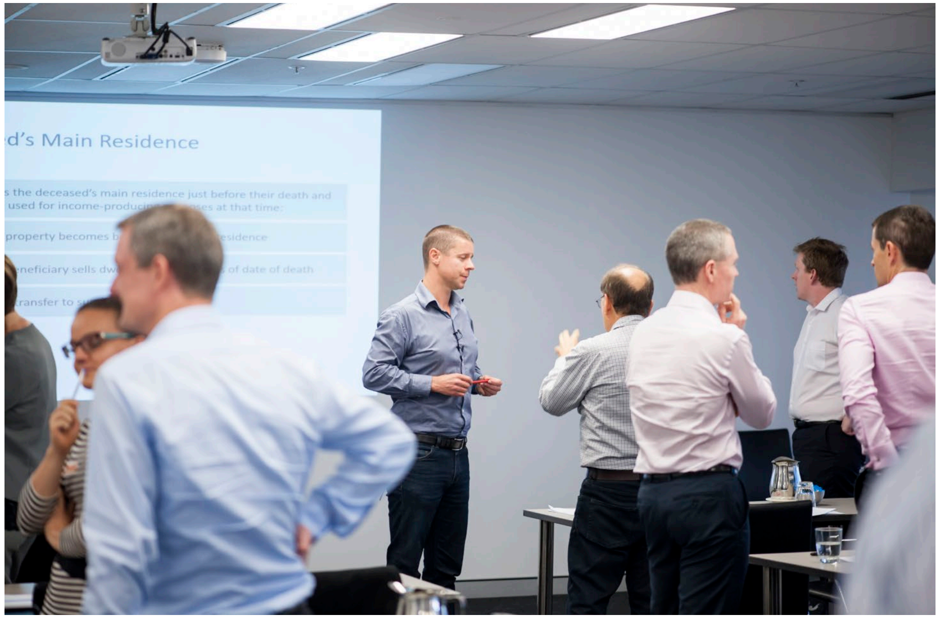
As Matthew always works in conjunction with trusted advisers (whether it be accountants, financial advisers or other lawyers) and their clients, finding ways to fundamentally improve the value received by those advisers, and in turn their clients, has led him to develop numerous game changing models. Examples include providing guaranteed upfront fixed pricing, founding what is widely regarded as Australia's first virtual law firm and more recently, developing a platform that gives advisers access to market leading advice and support for less than $10 a week.

Matthew's specialisation in tax, structuring, asset protection, estate and succession planning has seen him recognised by most leading industry associations including the Tax Institute, the Weekly Tax Bulletin and in the 2014 'Best Lawyers' list for trusts and estates and either personally, or as part of View, first in 2015 in 'Doyles' for taxation and first in 2017 for wills, estates and succession planning.

Work is one aspect of his life that Matthew loves, so there is no need to be constantly searching for 'balance'. His other great loves are:

1. Family – they are profiled in various ways through the series of children's books he has written under the pseudonym 'Lily Burgess' – see www.wordsfromdaddysmouth.com.au and various TV commercials;
2. Learning – gLearning – going cold turkey on television and most forms of media in late 2005 has radically increased Matthew's ability to study the great authors and inspired him to publish a book that explores the concept of 'true success' – see www.thedreamenabler.com.au
3. Health - aside from being a foodie and swimming at least 5kms a week, Matthew installed a stand up workstation in 2007 and among a few other lifestyle choices, it changed his life.





TESTIMONIALS

“For years I had known facilitated estate planning could radically improve my service offering for customers ... guiltily using the ‘too busy’ excuse to avoid the issue. Joining View’s adviser community gave me ‘turnkey’ solutions to allow me to immediately deliver solutions to my customers – the guilt is gone and replaced with the excitement of knowing I am now proactively helping customers ... and getting paid well to boot”
[accountant, Tweed Coast]

“Particularly post the Royal Commission, compliance is my single biggest pain point and so emotionally draining. My licensee approved View’s adviser facilitated estate planning platform and suddenly it has allowed me to turn my pain into profit. Not only does it get me ‘off risk’ I am also monetising the value I am required by law to deliver”
[financial planner, Sydney]

“The changes for me in recent years as a risk and insurance specialist have been overwhelming, despite having over 20 years in the game. Discovering View’s platform and the ability to facilitate estate planning strategies has been a revelation. For basically every key customer I have facilitated an estate plan with via View I believe they now consider me as their ‘trusted adviser’ – suddenly my years of experience are my biggest advantage”
[risk adviser, Perth]

“Being a ‘generalist’ lawyer I live in constant fear of the ‘unknown unknowns’. One thing I do know is that estate planning is a compulsory offering and that View’s platform allows me to deliver a fantastic solution that is by far the most comprehensive and holistic around. View lets me outsource all my risk and refocus energy and resources to where I can best add value to my client base”
[non-specialist lawyer, Melbourne]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The View team has invested over a number of years to develop a significant amount of adviser centric content.

A core focus in this regard has been the publication of books.

Inspired by one of our heroes, Dr Seuss, all books have covers colour-coded to help identify the genre.

In particular:

Orange covers are ‘reference guides’. These books provide practically focused content, often sourced from material originally created to improve the skill set of View team members.

Black covers are ‘workbooks’. These books again provide practically focused content, however, are designed to be actively ‘consumed’ by readers; invariably, there is space deliberately set aside for note taking by the reader.

White books are ‘technical’. These publications are focused solely on providing deep technical content. In all cases, while there will be practical examples, there is a deliberate emphasis on legislative provisions and important court decisions. In most instances, the content will be equivalent to publication standard for organisations such as the Tax Institute of Australia, Thomson Reuters Weekly Tax Bulletin and LexisNexis.

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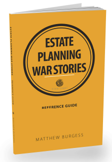

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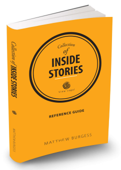

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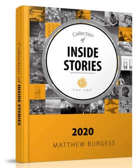

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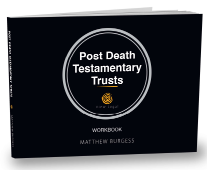

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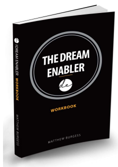

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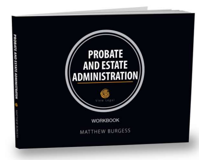

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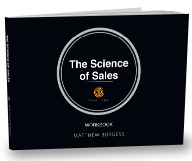

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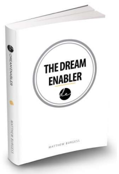

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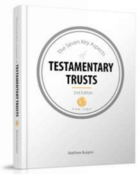

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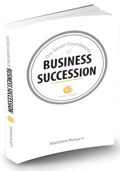

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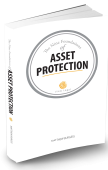

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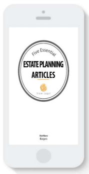

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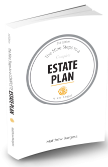

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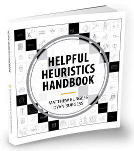

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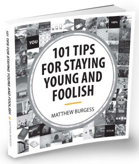

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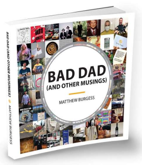

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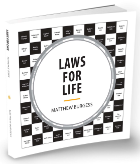

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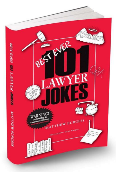

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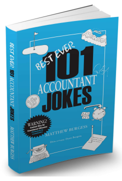

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