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# **BINDING FINANCIAL AGREEMENT**

MADE UNDER SECTION 90C OF THE FAMILY LAW ACT 1975 (CTH)

BETWEEN

**ROBERT MEE**

AND

**SUSAN MEE**

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Date .....

## Parties

<b>ROBERT MEE</b> of 100 NSW Coastline Cycleway, Bulli NSW 2516	<b>(Rob Mee)</b>
<b>SUSAN MEE</b> of 100 NSW Coastline Cycleway, Bulli NSW 2516	<b>(Sue Mee)</b>

## Recitals

- A Rob Mee and Sue Mee entered into a financial agreement dated 18 October 2018, a copy of which is attached as Attachment 1 (*Existing Financial Agreement*).
- B The Existing Financial Agreement has not been terminated or set aside by a court order.
- C The parties wish to terminate the Existing Financial Agreement.
- D In order to arrange their property affairs and avoid potential litigation, Rob Mee and Sue Mee are entering into this agreement under section 90C of the *Family Law Act 1975* (Cth) (the *FLA*). This agreement is intended to be legally binding upon the parties.
- E In accordance with section 90C(2)(b) of the FLA, this agreement stipulates how, in the event of a breakdown of the Marriage, the Spousal Maintenance to be paid.
- F At the time of the making of this agreement, Rob Mee and Sue Mee are not parties to any other binding agreement under sections 90B, 90C or 90D of the FLA, except for the Existing Financial Agreement.
- G The parties intend the terms of this agreement to be given effect to by any court having jurisdiction to determine financial matters in issue between them under the FLA.
- H The parties married on 12 September 2019 and have not separated as at the date of this agreement.
- I The parties have one child together, named Lookaf Ter Mee, who was born on 5 November 2020.
- J The parties do not intend to have more children.
- K Further details about the parties are set out in Schedule 1.

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ROBERT MEE

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SUSAN MEE



## Operative provisions

### 1. Definitions and interpretation

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#### Definitions

1.1 The following definitions apply in this agreement unless the context requires otherwise:

***After-Acquired Property*** means Property acquired by after the date of the commencement of the Marriage and before the breakdown of the Marriage as evidenced by Separation.

***After-Incurred Liability*** means a liability incurred by after the date of the commencement of the Marriage and before the breakdown of the Marriage as evidenced by Separation.

***Authority*** means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

***Business Day*** means, in respect of the receipt of any notice under this agreement, a day (other than a Saturday, Sunday or public holiday) when banks are open for business in the state or territory in which the recipient of the notice's address, as specified in the list of parties on page 2, is situated.

***Declaration Time*** has the meaning given in section 90DA(5) of the FLA.

***Divorce*** has the meaning given in the FLA.

***FLA*** has the meaning given in Recital D.

***Insolvency Event*** means, in respect of a particular person:

- (a) a bankruptcy notice is issued against the person;
- (b) a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property;
- (c) the person proposes or enters into an arrangement or composition with, or an assignment for the benefit of, any of the person's creditors;
- (d) the person proposes or effects a moratorium involving any of the person's creditors;
- (e) the person stops or suspends, or threatens to stop or suspend, the payment of all or a class of its debts;
- (f) the person is unable to pay all of the person's debts as they fall due or is presumed to be insolvent under any applicable law;
- (g) the person becomes an "insolvent under administration" as defined in section 9 of the Corporations Act; or
- (h) anything having a substantially similar effect to any of the events specified in clauses (a) to (g) of this definition happens to the person under the law of any jurisdiction.

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ROBERT MEE

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SUSAN MEE



***Living Separately*** means the parties living separately and apart for the purposes of sections 48 and 49 of the FLA. As at the date of this agreement, those provisions provide that the parties may be held to have separated and to have lived separately and apart notwithstanding that:

- (a) the cohabitation was brought to an end by the action or conduct of one only of the parties; and/or
- (b) they have continued to reside in the same residence or that either party has rendered some household services to the other.

***Marriage Act*** means the *Marriage Act 1961* (Cth).

***Marriage*** means the marriage of the parties for the purpose of the Marriage Act.

***Separation Declaration*** means a separation declaration for the purposes of section 90DA of the FLA. As at the date of this agreement, those provisions provide that the declaration must state that:

- (b) the parties have separated and are Living Separately at the Declaration Time; and
- (c) in the opinion of the party making the declaration, there is no reasonable likelihood of cohabitation being resumed.

***Separation*** means:

- (a) a Separation Declaration having been made by either party in compliance with the FLA; or
- (b) the parties have Divorced.

#### **Other rules of interpretation**

1.2 The following rules of interpretation apply in this agreement unless the context requires otherwise:

- (a) headings in this agreement are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because this agreement is prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
- (e) references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
- (f) all recitals, annexures, schedules and attachments to this agreement are part of this agreement;

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ROBERT MEE

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SUSAN MEE



- (g) in each schedule to this agreement, a reference to a clause is a reference to a clause in that schedule;
- (h) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (i) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Authority and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (j) a reference to writing includes any communication sent by post, facsimile or email;
- (k) time is of the essence;
- (l) all monetary amounts are in Australian currency;
- (m) a reference to a "*liability*" includes a present, prospective, future or contingent liability;
- (n) the word "*month*" means calendar month and the word "*year*" means 12 calendar months;
- (o) the meaning of general words is not limited by specific examples introduced by "*include*", "*includes*", "*including*", "*for example*", "*in particular*", "*such as*" or similar expressions;
- (p) a reference to a "*party*" is a reference to a party to this agreement (including any person that executes an Agreement of adherence to this agreement), and a reference to a "*third party*" is a reference to a person that is not a party to this agreement;
- (q) a reference to any thing is a reference to the whole and each part of it;
- (r) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (s) words in the singular include the plural and vice versa; and
- (t) a reference to one gender includes a reference to the other genders.

## 2. **Conditionality and commencement**

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The parties acknowledge and agree that this agreement:

- (a) is a binding financial agreement made under section 90C of the FLA;
- (b) terminates the Existing Financial Agreement; and
- (c) becomes a binding agreement between the parties when it is signed by both parties.

## 3. **Termination of Existing Financial Agreement**

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The Existing Financial Agreement is terminated pursuant to section 90C(4) of the FLA.

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ROBERT MEE

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SUSAN MEE

