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council connect

BARTIER PERRY > YOUR LOCAL CONNECTION

Welcome to Council Connect

2016 is shaping up to be a dramatic year for local government in NSW.

Many councils feel uncertain about what projects they can embark upon until they know the outcome of the State Government's merger process. So to help guide you through this period of change we're monitoring every development as it happens. Once the proposals become law, we'll also be well placed to advise you on the transition provisions and any issues arising from the mergers and boundary alterations.

In the meantime, we hope you enjoy the articles in this issue of Council Connect. If you'd like to discuss how any of these articles – or the proposed council mergers – affect you, please get in touch.

Sincerely,

David Creais
Chair
Bartier Perry

This issue

Bartier Perry

Selling land for unpaid rates and charges: 8 important questions to consider

BY PETER BARAKATE

It's a sad fact that councils sometimes need to sell land to recover outstanding rates and charges. This is almost always distressing to the owners, who often try to obstruct the sales process. The sale is often complicated further because the vendor council isn't usually in possession of the land that's being sold.

If you're faced with this situation, here are eight questions we think you should always ask before exercising the statutory power of sale.

1. Have you complied with the vendor disclosure requirements?

All vendors of land in New South Wales must comply with the vendor disclosure legislation. This is challenging enough for any vendor. It becomes more challenging still when you're a statutory chargee with no, or limited, knowledge of the land you're selling.

For this reason, you should always instruct your lawyers to obtain a full set of statutory enquiries to ascertain whether any government proposals apply to the land, such as road widening or acquisition proposals. These must be disclosed in the contract for sale or the purchaser may be able to rescind the contract and recover their deposit.

2. What's actually being sold?

To avoid any dispute for sale, you should always identify all improvements (such as a house, garage, shed) erected on the land and describe them carefully in the contract for sale.

3. Are there any encroachments?

Engage a surveyor to inspect the property and compile an identification survey report showing any encroachments by, or onto, it – so long, of course, as you can obtain access. Doing so will prevent purchasers from making objections, requisitions or claims.

4. Have you disclosed any strata levies?

It's usually the purchaser's duty to contact the managing agent and obtain a certificate of the strata levies. However, in the case of a statutory sale, we'd recommend doing this yourself before you sell. This will bring transparency to any financial liability the landowner owes the owners' corporation and will help make sure there are no disputes about the apportionment of strata levies after contracts have exchanged.

5. What will happen to any rubbish?

If you can't obtain access, you can't possibly know what goods the landowner has on the land. To save yourself the trouble and expense of having to remove any clothes, furniture or other items after the sale, the contract should always provide that the purchaser takes the land as is. In other words, it's their responsibility to remove anything that gets left behind.

6. Where is the certificate of title?

On completion, the vendor is typically required to deliver the certificate of title to the purchaser. Where the land is mortgaged, the landowner's mortgagee will hold the certificate of title. But, if there is no mortgage, the landowners will most likely hold their own certificate of title. Obtaining it may be difficult, but the good news is that purchasers do not need the certificate of title.

When selling land for unpaid rates, you will need to prepare a *Transfer by a local council* instead of the usual *Transfer*. Lodging this at Land and Property Information gives the purchaser an indefeasible title to the land without the need for the landowner's certificate of title. However, because most purchasers aren't aware of this, you may consider including a special condition in the contract for sale to prevent delays and assure them they will be receiving a good title.

7. How will you gain possession of the land?

To complete the sale you will need to have vacant possession of the land. But gaining the landowner's cooperation for this is one of the biggest challenges councils usually face.

Section 713 of the *Local Government Act 1993* doesn't give councils an express right to possession when using their statutory power of sale. However, in *Harden SC v Richardson* [2012] NSWSC 622, the NSW Supreme Court held that councils can take the matter to the Supreme Court, as they have an implied right to possession of the land. The cost of these proceedings can be recovered from the proceeds of the sale under s 718.

After exchanging contracts, you should always notify the landowner that they need to vacate the land by the completion date. If the land owner is obstructive, you should take action as soon as possible. However, you can't act before exchange because s 715(2) gives the landowner the opportunity to pay all outstanding rates and charges before the fixed time for sale.

8. What is the risk of damage to the land?

When a landowner is ordered to vacate, there is always a risk they will damage the land or its improvements. Risk of damage is regulated by law and the purchaser may be able to rescind the contract or require you to reduce the price in cases of extensive damage to a dwelling.

You can only contract out of these requirements where the land being sold does not contain a dwelling house.

And finally...

Selling a property to recover outstanding rates or charges is rarely a straightforward process. But, by asking and addressing each of these questions, you should be able to effect the smoothest sale possible.

Want to know more?

If you'd like to find out more about your selling land for unpaid rates and charges, contact Peter Barakate on 8281 7970.

Can you dismiss an employee just because they're disobedient?

BY JAMES MATTSON

As employers and managers, you need to issue directions, implement systems and trust that they are followed. Without obedience, chaos may follow. So, where an employee disregards your lawful and reasonable direction do you have the right to terminate their employment or will it be unfair to do so?

Recent decisions by the Commonwealth and NSW industrial commissions show that continual or serious disregard for management's requests and processes can justify dismissal.

Following a supervisor's "advice" when it conflicts with the employer's direction

In the first decision, two long-serving council employees were dismissed after 28 years' service each. Both employees, Mr Krstic and Mr Zreika, held leadership roles in the council's concrete crew.

Another employee, Mr Joe Borg, supervised the crew. He authorised a job and finish system for weekend overtime, known as 'Joe's Rules', where employees were free to leave work when they completed their set tasks. Under Joe's Rules, employees were still paid for a full shift of eight hours overtime even where they didn't actually work them.

In May 2014, council outlawed this practice and gave a presentation to staff about the need to record time worked accurately and honestly.

Mr Borg told Mr Krstic and Mr Zreika it was okay to continue to follow Joe's Rules and the three men continued implementing them. When caught out, Mr Krstic said he was simply following Joe's Rules. Meanwhile, Mr Zreika justified his behaviour saying, *"It's been this way for more than 20 years"*. All three men were dismissed.

Recent decisions by the Commonwealth and NSW industrial commissions show that continual or serious disregard for management's requests and processes can justify dismissal

Mr Krstic and Zreika brought a claim in the NSW Industrial Relations Commission arguing that their dismissal was 'harsh, unfair or unjust'. The Commission ruled that it wasn't.

The Commission noted that Mr Krstic and Mr Zreika were told to stop the practice, yet they continued to be dishonest. Mr Borg's instructions to the men were *"coincidental to their personal responsibility to be honest with their employer"*.

"[I]t is not good policy, reasonable or fair to punish an employer for trusting in its employees," it said.

The Commission concluded Mr Krstic and Mr Zreika had engaged in serious and wilful misconduct, justifying dismissal. Even their lengthy service and otherwise good employment record could not save them.

Krstic & Zreika v Marrickville City Council [2015] NSWIRComm 39 (3 December 2015)

A pattern of behaviour that counted as disobedience

Ms Gamble was a Librarian with 29 years' service when she was dismissed.

In 2014, she received a first and final warning, for making changes to the library management system, unauthorised use of a council vehicle for personal use, not attending work as rostered and swearing at her manager. Then, in January 2015, there were three more incidents:

- leaving work early without approval,
- using her manager's computer without permission, and
- returning 30 minutes late from lunch.

Ms Gamble said the allegation of returning back late from lunch was trivial and it did not impact on any customers. She also said she had used her manager's computer because it was the only one switched on at the time.

But the Fair Work Commission found that while the latest incidents weren't significant of themselves, *"they reflect a pattern of behaviour which suggests that Ms Gamble thought that she could effectively do as she pleased."* These later incidents were *"the straw that broke the camel's back"*.

The bigger picture was an employee that had little regard for management and her employer. Her dismissal was not unfair.

Gamble v Monash City Council [2016] FWC 85 (6 January 2016)

What this means for you

We all know the employee who adopts their own way of doing things, runs their own game and views any variation they adopt to business practices as 'no harm, no foul' so long as they get the job done. They niggle at managerial directions and provide a resistance (blatant or subtle) that makes simple management difficult and frustrating.

Too often, management or supervisors tolerate the behaviour rather than create conflict, often for fear of being accused of bullying. The employee may 'feel' protected because of their experience, service or position in the organisation. Dismissal, it is believed, will always be seen to be 'harsh'.

As the two above recent decisions show, that's not necessarily the case.

How to deal with a disobedient employee

Before you rush in to take action over a disobedient employee remember that, except in cases of serious disobedience or dishonesty, it's always best to discuss their actions with them.

Tell the employee immediately that they risk dismissal if their disregard of instruction continues. If they continue to show contempt, or do as they please, then you may warn again or consider dismissal.

After all, if the employee continues to disobey then you can confidently take tough disciplinary action – so long, of course, that the direction disobeyed is itself reasonable and lawful.

Want to know more?

If you'd like to discuss these decisions, please call James Mattson on 8281 7894.

Managing risk from footpath defects: what councils need to know

BY DAVID GREENHALGH

Since s 45 of the *Civil Liability Act 2002* was introduced, councils have enjoyed immunity from negligence claims concerning defective footpaths. However, that immunity depends on knowing whether the defect existed.

The obvious question, of course, is what exactly constitutes "knowledge". After all, the section refers to "***actual knowledge*** of the particular risk, the materialisation of which resulted in the accident".

But this definition seems to raise more questions than it answers. For instance, can a plaintiff get around this immunity simply because someone in the council knew about the defect? Or must it be someone reasonably senior or responsible for looking after roads and footpaths?

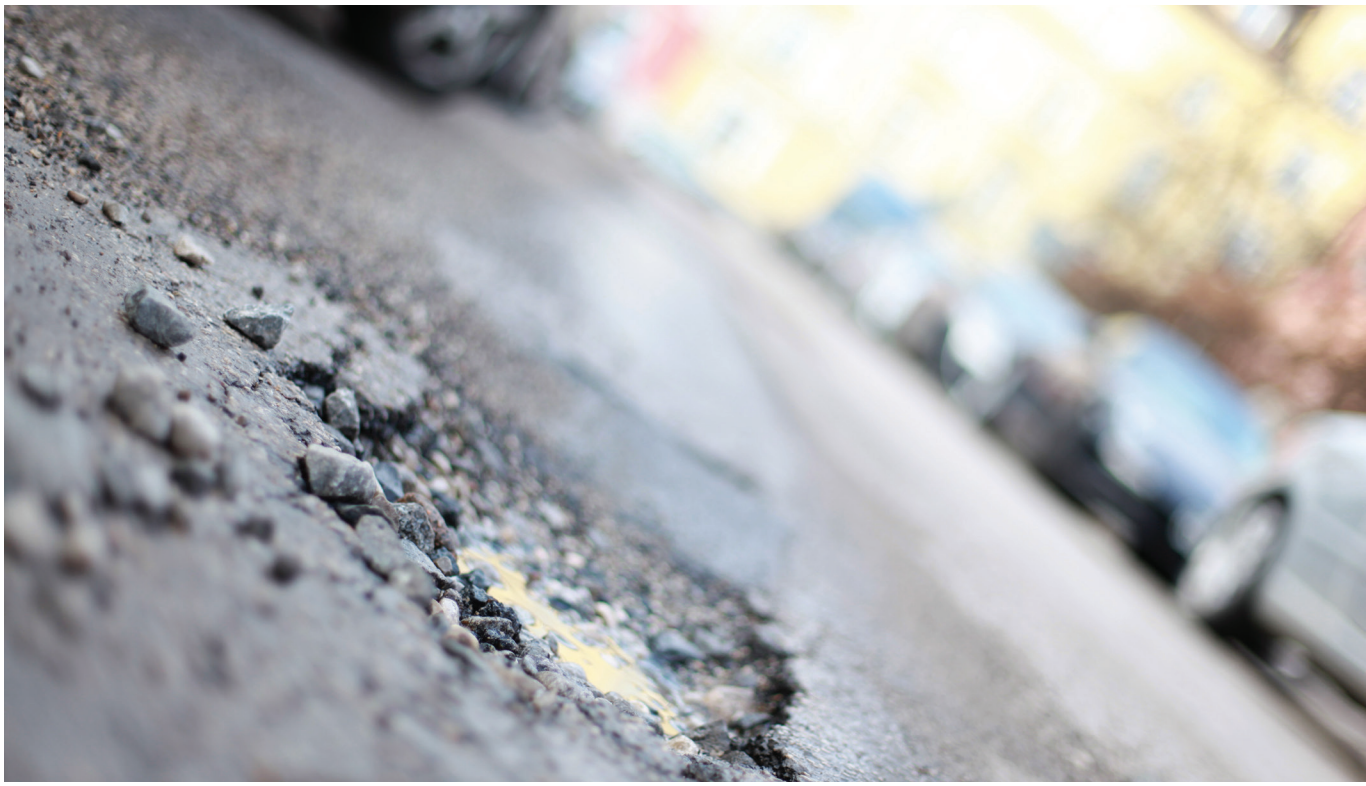
Two NSW Court of Appeal decisions provide some answers.

The earlier case: *Roman*

In this 2007 decision, a woman tripped and fell on a defective footpath in North Sydney. The council had instructed its street sweepers to identify any hazards and report them to their supervisor.

The Court of Appeal said that, even if a street sweeper was aware of the defect on which Ms Roman tripped, this didn't of itself deprive the Council of its s 45 defence. It also found that for a council to know about a defect in the road or footpath, that knowledge must be held by an officer responsible for carrying out remedial work.

North Sydney Council v Roman [2007] NSWCA 27



The recent case: *Nightingale*

In this 2015 decision, Mr Nightingale was injured after falling on a sunken area of footpath. The Council argued that it had immunity under s 45 of the *Civil Liability Act*.

To succeed in his claim, Mr Nightingale had to successfully argue that Roman was wrongly decided or that a relevant officer at the Council – someone with responsibility for exercising remedial work in the area the accident occurred – had actual knowledge of the footpath defect on which he had tripped. He was unable to do either.

As a fall-back position, Mr Nightingale then argued that the council's footpath inspection may have been carried out negligently, or that there may have been other council employees who knew about the defect. As it turned out, the former point was considered, but did not need to be determined: the court regarded council's system as adequate.

Two of the judges also noted that, even if the council had conducted its inspection negligently, this would not necessarily have deprived it of immunity under s 45.

Nightingale v Blacktown City Council [2015] NSWCA 423

What this means for managing risk

These decisions confirm that the s 45 immunity has real force. *Roman* and Nightingale both stand as very serious obstacles to any pedestrian wishing to sue a council for an allegedly defective footpath.

Plaintiffs may administer interrogatories (questions which need to be answered on oath before the hearing) in an attempt to avoid their evidentiary and legal problems. While this is relatively unusual in a personal injury claim, Mr Nightingale tried this very tactic. In doing so, he effectively forced the council to identify employees responsible for making decisions about road and footpath repair.

The fact that those council employees were then also prepared to give evidence (which is not always a given) meant that the council could show that they did not have knowledge of the defect in the footpath.

After all, a council may be still able to succeed on a s 45 defence even if it did not have a good system of inspection, or if it had inspected the area negligently: actual knowledge remains the key to the defence.

Want to know more?

If you'd like further help in understanding these decisions or legal risk management procedures generally, please call David Greenhalgh on 8281 7912.

Between a rock and a hard place: how to deal with a payment withholding request

BY DAVID CREAIS

Receiving a payment withholding request under the *Building and Construction Industry Security of Payment Act 1999* has serious legal implications. However, few councils properly understand their obligations under them.

These notices were added to the Act in February 2011. They are issued by subcontractors who are owed money by their head contractor. They oblige a council, in turn, to withhold money from the head contractor so that the subcontractor can get paid.

If a payment withholding request lands on your desk, take it seriously. After all:

1. A council that doesn't meet its obligation to withhold certain amounts from its head contractor may be required to assume the head contractor's debts, and
2. Many subcontractors misinterpret the Act and issue invalid payment withholding requests. If you withhold payment in response to one of these, you will be breaching your contractual obligations to the head contractor.

Understanding the background to the Act

The Act's purpose is to make sure contractors carrying out construction work (or supplying related goods or services) on NSW-based commercial developments receive progress payments as they become due.

It does this by establishing a summary procedure, which involves:

- A contractor making a payment claim
- The principal providing a response, and
- A third party adjudicating the dispute.

The Act's purpose is to make sure contractors carrying out construction work (or supplying related goods or services) on NSW-based commercial developments receive progress payments as they become due.

The act also applies between subcontractors and head contractors.

In a dispute between a subcontractor and a head contractor, if the adjudicator finds in favour of a subcontractor, the subcontractor is entitled to a debt certificate under the *Contractors Debts Act 1997*. This directs the principal to pay the amount owed to the subcontractor from any money the principal is due to pay the head contractor.

In practice, securing payment of a debt this way is often frustrated because, by the time the determination is made, the principal has already fully paid the head contractor or the head contractor has become insolvent.

In an attempt to prevent this from happening, the Act was amended in February 2011.

The amendments: introducing payment withholding requests

The amendments allow a subcontractor who has made an application for adjudication to serve a payment withholding request on the principal.

A payment withholding request requires the principal to retain enough money to cover the claim out of money it owes, or will owe, the head contractor, until:

(a) the adjudication application is withdrawn

(b) the head contractor pays the subcontractor the amount claimed

(c) the subcontractor serves a notice of claim on the principal under the *Contractors Debts Act 1997* (NSW), or

(d) 20 business days elapse after a copy of the adjudicator's determination is served.

If the principal fails to comply with the payment withholding request, it becomes jointly and severally liable with the head contractor for the head contractor's debt to the subcontractor.

Where a principal doesn't owe the head contractor money, it must give notice within 10 days of receiving the payment withholding request. Failure to do so is an offence and can lead to a fine.

Principal protection

The Act protects the principal against the head contractor by:

1. Making the obligation to retain money under a payment withholding request a defence against a head contractor claiming money from the principal.
2. Not taking the period it retains the money into account for working out any amount owed to the head contractor, such as when calculating interest.
3. Penalising subcontractors who don't notify the principal within five business days of withdrawing an adjudication application.
4. Letting the principal rely on the head contractor's statutory declaration that the amount claimed has been paid or the adjudication application has been withdrawn.

The case law (and a warning for councils)

The decision in *Hanave Pty Ltd v Nahas Construction (NSW) Pty Limited* [2012] NSWSC 888 showed some of the difficulties payment withholding requests can cause.

In that case, the principal commenced proceedings to quash an adjudication determination in favour of the head contractor. The court ordered the principal to pay the amount outstanding under the adjudication determination into court rather than to the head contractor while the case was heard. After eventually hearing and dismissing the principal's challenge to the adjudication determination, it ordered the money paid into court to be paid to the head contractor.

In the meantime, however, a subcontractor on the project obtained an adjudication determination against the head contractor and served a payment withholding request on the principal.

As the principal had now effectively paid the head contractor, the subcontractor brought proceedings against the principal claiming it had contravened the Act's requirement to retain the money and had become liable for the head contractor's debt.

However, the court held that the principal was not liable because the payment to the head contractor was not voluntary – the principal had been compelled to do so by a court order. The principal could (and perhaps should) have informed the court of the subcontractor's payment withholding request, but failing to do so did not mean it had contravened the Act.

What to do when you receive a payment withholding request

There are several steps you can take to avoid the risks and difficulties associated with a payment withholding request. These include:

1. Checking that the request is in the approved form and attaches a statutory declaration that complies with the Act.
2. Checking whether any money is payable or may become payable to the head contractor for the subcontractor's work.
3. Informing the subcontractor within 10 business days that no relevant amounts are (or will become) payable to the head contractor or take internal steps to ensure that no relevant payment is made to the head contractor.
4. Informing the head contractor if you're retaining an amount from them.
5. Waiting until you receive a notice of withdrawal of the adjudication application, a notice of claim under the *Contractors Debts Act*, a statutory declaration from the head contractor that the amount claimed has been paid, or 20 business days have passed since the adjudicator's determination was received before paying the head contractor.

Want to know more?

If you'd like further help to understand your obligations under the *Building and Construction Industry Security of Payment Act 1999*, please call David Creais on 8281 7823.

How to make a supply agreement effective through KPIs and SLAs

BY MICHAEL COSSETTO

Key Performance Indicators* (KPIs) and Service Level Agreements** (SLAs) are common features in long-term supply or service agreements. After all, without them, procurement's best efforts at selecting preferred suppliers and negotiating a great price is likely to come undone.

But getting suppliers to agree to a meaningful SLA with effective KPIs, isn't always easy. So here are a few things you should always keep in mind if you want your KPIs and SLAs to work.

Make your KPIs clear

An effective KPI always answers four key questions:

1. What is being measured?
2. Who is measuring it?
3. At what interval is it being measured?
4. How frequently is the information being reported?

We recently reviewed a supply agreement which included a KPI expressed as: 'DIFOT – 95%'.

DIFOT means 'delivery in full on time' and is a KPI metric often used in supply agreements. However, it was not clear in the supply agreement what constituted a delivery in full and on time, how the DIFOT would be calculated and at what interval it would be measured. We amended the SLA to make it clear that:

1. A delivery would only be made 'in full on time' if:
   a) products were delivered within two working days before or after the date specified in the order;
   b) the quantity delivered was the quantity set out in the order, plus or minus 5%;
   c) the product was delivered with all relevant documentation (including quality inspection certificates and a delivery docket), and
   d) the product met the agreed specification.
2. The metric would be measured each month across the parameters in paragraph 1 above, based on the delivery date specified in the orders (or another agreed date) and the actual delivery date, and the number of products ordered.

To remove any ambiguity around what level of service was required and how the KPI was measured, we also included a formula to show how DIFOT would be calculated.

KPIs can act as a 'stick' to keep your suppliers honest and accountable, so long as you use metrics that are easy to measure and calculate.

* A 'key performance indicator' **(KPI)** measures the efficiency and effectiveness of a service, or the status of a service operation.

** A service level agreement **(SLA)** is a document which describes the level of service you expect from a supplier. It typically sets out the metrics (eg KPIs) by which that service is measured, and the remedies available if the agreed service levels are not achieved.

Use your KPIs to drive performance

KPIs can act as a 'stick' to keep your suppliers honest and accountable, so long as you use metrics that are easy to measure and calculate.

That said, don't just opt for those metrics most easily measured. KPIs will drive behaviour, so carefully consider which behaviours you want them to drive. For instance, in outsourcing arrangements, your KPIs could be around customer satisfaction, or the response time to requests or queries, or they might be around achieving savings.

Once you've determined your KPIs make sure you have appropriate systems in place to measure and report on them.

Figure out the consequences for not meeting a KPI

In some supply agreements the SLA may be non-binding. In others, a failure to comply with the KPIs may just lead to a review followed by a future plan to mitigate the breach. In these cases, the SLA is used as an aspirational document, but has no real teeth.

Most suppliers will not agree to a binding SLA unless they have to: for instance, where it is the market or industry norm, or they need a competitive edge. But an SLA needs teeth to be truly effective.

When you're determining the consequences of not meeting a KPI, think of:

- ***How many infringements before the consequence is triggered?***

  The number of infringements required to trigger a consequence should depend on the goods and services being supplied, the KPI being measured, and the effect non-compliance has. In some cases, one infringement should be enough to trigger consequences. In other cases, it may require several instances of non-compliance.

Once you've determined your KPIs make sure you have appropriate systems in place to measure and report on them.

  One way to give a supplier some leeway is to trigger a consequence only when they fail to meet a KPI for two consecutive months, or for three out of six months. Another way is to express a metric so that it only needs to be met 80% or 90% of the time.

  Be creative and push for a trigger that will drive the best performance.

- ***Will the remedy be service credits, termination or both?***

  Councils generally use two common remedies for breaching a KPI:

  Service credits, which let you deduct amounts from any fees payable to the supplier if they don't meet KPIs.

  If you choose to use service credits, make sure they're high enough to act as an incentive to the supplier but not so high that failing to comply will make the contract unprofitable and demotivate them. We usually suggest considering an overall cap on the amount of service credits that can apply in any month or year.

  Suppliers tend to prefer service credits as a consequence for not meeting KPIs. However, you need to always be mindful that a service credit should be sufficient to reimburse you for any loss. If they're not, you should also have the right to claim damages.

You should also avoid positioning service credits as a penalty: in some jurisdictions, such as NSW, penalties are unenforceable. Instead position service credits as either:

- a price adjustment (reflecting the reduced value of the goods or services), with the council retaining the right to seek damages for the breach, or
- liquidated damages, and the sole financial remedy available to council (although you should still retain the right to terminate if the failure is severe enough).

Termination is another common remedy. It's often appropriate in long-term arrangements where the supplier repeatedly fails to meet the service levels or where the KPI is critical to the project. But it will be heavy-handed and inappropriate for many breaches, for instance:

- if the KPI is a 'soft' requirement that is not critical to council; or
- if the supplier fails to meet a KPI on only one occasion.

In our experience, the best approach is to include both service credits and the right to terminate in some circumstances. But you will need to make sure the service credits, and the triggers for activating the consequence, are set at the right level.

Your checklist for negotiating KPIs

Finally, when negotiating a supply agreement you should always think about 7 key questions:

1. What KPIs will drive the outcome council expects?
2. Are KPIs clearly defined and can they be easily measured?
3. How often should performance against KPIs be reported?
4. How many infringements should be tolerated before a consequence is triggered?
5. What is an appropriate consequence?
6. If service credits are used, will they adequately compensate council for loss suffered? Or does council need to retain the right to claim damages?
7. Will it incentivise the supplier and drive the behaviour council expects?

Having an open discussion with suppliers about each of these things will help you get the best out of them. They will understand what is expected and why – and you will be able to provide a better service to your community.

Want to know more?

If you would like to discuss further how to make a supply agreement effective through KPIs and SLAs, please call Michael Cossetto on 8281 7822.

Why you can't rely on a savings provision

BY DENNIS LOETHER

Councils should exercise caution when relying on savings provisions in a Local Environmental Plan (LEP), according to a recent decision of the Land and Environment Court.

The decision, *De Angelis v Wingecarribee Shire Council* [2016] NSWLEC, examined a standard savings provision used in many LEPS throughout NSW for development applications. In this case, that provision was found in clause 1.8A of the Wingecarribee Local Environmental Plan 2010 (WLEP 2010). It said:

"If a development application has been made before the commencement of this Plan in relation to land to which ***this Plan*** *applies and the application has not been finally determined before that commencement, the application must be determined as if this Plan had not commenced."*

Amended WLEP

The council had received a development application from a developer, Mr De Angelis, for a mixed retail and residential development. Mr De Angelis lodged this DA after the WLEP commenced but before the council made Amendment number 38 to the WLEP, prohibiting the development.

Mr De Angelis took his case to the Land and Environment Court. The Court was required to consider whether WLEP 2010 or the council's Amendment applied to his DA.

In court, the council argued that WLEP 2010 and the Amendment were different plans for the purposes of the savings clause. It also argued that the savings clause only applied to DAs made before 16 June 2010, when WLEP 2010 commenced.

Meanwhile, Mr De Angelis argued that the Amendment and WLEP 2010 were the same plan. He submitted that clause 1.8A was "designed to preserve the time and expense a developer has incurred in preparing a development application, in circumstances where the law dealing with it has been changed".

Mr De Angelis also submitted that what constituted "this Plan" was time dependent.

The Court's findings: clause 1.8A

Justice Craig of the Land and Environment Court concluded that the Amendment did not preclude the DA. Mr De Angelis's application should be determined as though the Amendment had not commenced.

The court accepted Mr De Angelis's submissions that clause 1.8A saved his DA. In doing so, it ruled that the clause enabled the court or a consent authority to exercise its planning discretion under s 80 of the *Environmental Planning and Assessment Act*.

Amendments still relevant

But even though the court found cl 1.8A saved the DA, this did not render the Amendment entirely irrelevant.

The court noted that the decision in *Maygood Australia Pty Ltd v Willoughby City Council* [2013] NSWLEC 142, found that where a proposed amendment existed at the time a development application is lodged, councils should consider it when determining a development application under s 79C (1)(a)(ii) of the EPA Act.

Want to know more?

If you'd like to know more about the impact of this decision or the application of savings provisions, please call Dennis Loether on 8281 7925.

About Bartier Perry

Bartier Perry is a Sydney law firm that has been working with NSW councils for over 70 years, and in that time has acted for over 40 local councils. We pride ourselves on our local government experience and presently hold panel appointments with 16 local councils and act for many more – representing approximately 40% of the NSW population.

The legal services we provide to local government are: Corporate & Commercial, Dispute Resolution, Environment & Planning, Insurance, Property and Workplace Relations.

Want to know more?

Our dedicated team of Executive Lawyers has a wealth of knowledge and expertise from working with local government clients across NSW over a long time.

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