NEWSLETTER

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Reconstruction & Insolvency Newsletter

Welcome

Welcome to the June 2015 edition of our Reconstruction & Insolvency newsletter.

In this edition we have included news on:

- *Morton & Anor v Rexel Electrical Supplies Pty Ltd* [2015] QDC 49, in which a creditor relied on a set-off pursuant to section 553C of the *Corporations Act 2001* (Cth) as a defence to an unfair preference claim;
- *Central Cleaning Supplies (Aust) Pty Ltd v Elkerton* [2015] VSCA 92 (12 May 2015), which relates to the enforcement of a Retention of Title clause, without a registration on the PPSR;
- *Façade Treatment Engineering Limited v Brookfield Multiplex Construction Pty Ltd*, a Supreme Court of Victoria decision that represents one formal clarification of the limits on the application of *Building and Construction Industry Security of Payment Act 2002* (Vic) legislation, as it applies to liquidators; and
- *Federal Commissioner of Taxation v Australia Building Systems Pty Ltd* [2014] FCAFC 133, a decision of the Full Federal Court whereby a liquidator is not obliged to withhold moneys to meet tax obligations pursuant to section 254 of the *ITAA 1936* prior to the issue of a notice of assessment. The decision has been appealed to the High Court.

Please contact us if you would like more information on any topic, whether covered in this newsletter or not. We hope you find the newsletter informative and useful.

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Morton & Anor v Rexel Electrical Supplies Pty Ltd [2015] QDC 49

A recent decision of the Queensland District Court upheld the ability of a creditor to rely on a set-off pursuant to section 553C of the *Corporations Act 2001* (Cth) (**Act**) as a defence to an unfair preference claim. If the decision was taken as good law and followed in Victoria, it may drastically undermine the effectiveness of the unfair preference regime.

We have heard anecdotally that, since the decision, defendants, particularly in Queensland (and including the ATO), have been commonly relying on set-off as a defence to unfair preference claims. In our view, for the reasons outlined below, the decision should not be followed in Victoria and does not represent good law in this state.

The case addressed unfair preference claims made by a liquidator against a company and considered the following defences argued by Ianco:

- Management was solvent at the dates that the payments were made;
- Inaco acted in good faith and had no reasonable grounds to suspect insolvency, pursuant to s588FG(2) of the Act;
- there was a continuing business relationship, namely a running account, under s558FA (3) of the Act; and
- Inaco was entitled to rely on a set-off pursuant to s553C of the Act.

The liquidator was successful on nearly all claims, with each of the company's defences failing, with the exception of the set-off defence, which was partially allowed by the judge. Of particular interest is the court's decision in relation to the defendant's reliance on set-off as a defence to an unfair preference claim.

Background

Rexel Electrical Supplies Pty Ltd, trading as Inaco ("**Inaco**") had a long standing history of supplying goods to South East Queensland Machinery Manufacturing and Distribution (Mining) Number 1 Pty Ltd (in liquidation), previously named Aran Management Pty Ltd (referred to by the court as "**Management**").

The Liquidator of Management sought to recover $197,469.16 in payments made to Inaco which he claimed were unfair preference payments under the Act. As at the relation back day, Ianco was still owed a further $92,323.88 by Management.

Ultimately, the Court was satisfied that Management was insolvent at the time of the payments, that Inaco had not made out a defence of good faith and no grounds to suspect insolvency, and that there was no continuing business relationship between the parties.

Set-off

Inaco claimed that even if the payments were found to be an unfair preference, it was not on notice of any insolvency and was entitled to set-off the debt of $92,323.88 owed to it by Management. Management conceded the quantum but not Inaco's entitlement to it under the set-off provisions.

Section 553C of the Act provides that where there are mutual credits, debts or dealings between an insolvent company and a person who wants to have a debtor claim admitted against the company, an account is to be taken of what is due from the one party in respect of those mutual dealings, and the sum due from the one party is to be set-off against any sum due from the other party. Depending on the result of this calculation, the balance of the account is admissible to proof against the company, or is payable to the company. This is subject to s553C(2) which provides that person is not entitled to obtain a benefit under this section if, at the time of giving credit to the company, or at the time of receiving credit from the company, the person had notice of the fact that the company was insolvent. the person had notice of the fact that it was insolvent. (This may be contrasted with the defence under section 588FG(2) of the Act, that provides that an order is not to be made under section 588FF if it is proved that:

a the person became a party to the transaction in good faith;

b at the time when the person became such a party:

(i) the person had no reasonable grounds to suspect that the company was insolvent; and

(ii) a reasonable person in the person's circumstances would have no such grounds for so suspecting).

The court considered at length whether that section can apply in the context of an unfair preference claim.

Inaco argued that there was no barrier to the application of s553C, relying on:

1. *Re Parker,*[1] a Federal Court of Appeal decision in which it was held that there was no good reason to construe the section as to exclude statutory debts from its operation. In that case, the liquidator of a subsidiary was able to set-off an insolvent trading claim, against a loan owed to the parent by the subsidiary;
2. *Buzzle Operations Pty Ltd (in liq) v Apple Computers Australia*[2] in which the NSW Court of Appeal found that in respect of insolvent trading under s588W of the Act, a set-off is also available for uncommercial transactions. Inaco argued that even though *Buzzle* related to an uncommercial transaction, the decision should be applied given that the consequences for finding an unfair preference payment are identical to the consequences for an uncommercial transaction; and
3. *Duncan v Vinidex Tubemakers Pty Limited*,[3] in which the South Australian Court of Appeal unanimously allowed an amendment to the defence, finding that it was "reasonably arguable" that an unfair preference claim could be set-off against a pre-liquidation debt.

1(1997) 150 ALR 92

2 (2011) 81 NSWLR 47

3 (1999) SASC 157

The Liquidator argued that to allow a creditor in receipt of preference payments to rely on the s553C provisions would frustrate the purpose of the unfair preference provisions, as it would result in either the preference payments becoming a debt in the liquidation to which the creditor can have regard to, or ignoring the preference payments so the creditor can only rely upon any amount owing beyond those preference payments. If the former occurs, then the preference provisions are frustrated because the creditor's starting point for its set-off amount is the preference payments. If it is the latter, then a creditor who is paid its entire debt by preference payments will be in a worse position than a creditor who is only paid a portion of their debt by preference payments.

Decision

His Honour agreed with Inaco's submissions in relation to the application of s553C in the present case, based mainly on the precedent set by *Buzzle*[4] and *Re Parker*.[5] He saw "no good reason" to depart from the Courts reasoning in these decisions.

His Honour found that the test under section 553C(2) is different to the test under section 588FG(2). He referred to the test formulated in the decision of *Jetaway Logistics Pty Ltd & Ors v The Deputy Commissioner of Taxation*,[6] that Inaco was required to have notice of facts which would have indicated to a reasonable person in Inaco's position that Management was insolvent. On the basis of this test, he found that in relation to all but one of the payments, Inaco had actual notice of insolvency. Despite finding that Inaco had failed to make out a defence under section 588FG(2), His Honour found that one of the payments was a legitimate set-off, as Inaco did not have notice of insolvency at the time of that payment.

4 (2011) 81 NSWLR 47

5 (1997) 150 ALR 92

Comment

It is our view that, with respect to His Honour, the decision in *Morton & Anor v Rexel Electrical Supplies Pty Ltd* is not good law, and should not be followed by any court in this state, for the following reasons:

1. his Honour Searles DCJ did not consider the timing of when the set-off arose. As stated above, section 553C(2) applies if, at the time of giving creditor to the company, or at the time of receiving credit from the company, the person had notice of the fact that the company was insolvent. The time at which Inaco "received credit from the company" was only if and when an order pursuant to section 588FF, requiring payment to Management, was made. Until such time as the court orders that the payments were unfair preferences, insolvent and voidable transactions, then there was no relevant credit given to Inaco against which it should have been able to set-off the credit it has given to Management. By the time such an order could be made, Inaco must necessarily have been on notice of the company's insolvency;

6 [2009] VSCA 319

1. Inaco relied on a number of appellate decisions to support the argument that s553C can apply in unfair preference claims. However, none of those decision are directly on point, are at best *obiter dicta*;
2. earlier decisions in NSW and Victoria, not considered by the Queensland District Court, have held that set-off is not available in respect to a preference payment.[7] For example, in *Re Buchanan Enterprises Pty Ltd (No 2)*,[8] the liquidator sought orders that a creditor repay four preference payments. The creditor claimed an equitable set-off. The Supreme Court of NSW considered that the allowance of an equitable set-off would undermine the purpose of the legislation. Similarly, in *Calzaturificio Zenith Pty Ltd (in liq) v NSW Leather & Trading Co Pty Ltd*,[9] the Supreme Court of Victoria found that a creditor is only entitled to set-off after the preference payment is repaid in full;
3. the submissions on behalf of the Liquidator of Management ought to have been given, in our view, compelling weight. It would undermine the unfair preference regime to allow any creditor to rely on a set-off, and/or create unfairness in the treatment of creditors, if only certain creditors can rely on a set-off. That result would be entirely contrary to the *pari passu* principle. It also raises a further question, if a dividend to unsecured creditors is likely, whether the set-off is to be treated as having extinguished the debt or (as is presently the case), that the creditor is able to prove for the preferential payments so set-off, resulting in an even greater preference to that creditor;
4. a decision of the Queensland District Court is not binding on the Victorian courts, nor on the Federal Court (though it may prove to be persuasive). In this state, the issues was considered by the Victorian Court of Appeal in *Jetaway Logistics Pty Ltd & Ors v The Deputy Commissioner of Taxation*,[10] an appeal from a decision of the Victoria Supreme Court that allowed the Commissioner of Taxation to raise a set-off claim under s553C as a defence to a claim by a liquidator for recovery of unfair preference payments. The court overturned the original decision on the basis that they found the Commissioner had the requisite level of notice of insolvency to be prohibited under s553C(2) from relying on the set-off. The liquidator had also appealed on the basis that s553C should not apply to unfair preference claims, but this was not considered at length by the Court of Appeal, given its findings in relation to notice; and
5. notwithstanding that Searles DCJ found that the test of knowledge of insolvency under section 553C(2) was different from that under section 588FG(2), and ultimately found that in respect of one payment at least, Inaco failed to satisfy one test but did satisfy the other, it is submitted that the circumstances where only the section 553C(2) test could be satisfied would be exceedingly rare. Of course, if a creditor is able to satisfy the test under section 588FG(2), the creditor has a defence in any event.

7 See, eg, *Re Buchanan Enterprises Pty Ltd (No 2)* (1982) 7 ACLR 407; *Calzaturificio Zenith Pty Ltd (in liq) v NSW Leather & Trading Co Pty Ltd* [1970] VR 605; *Re Smith* (1933) 6 ABC 49; *Re Grezzana* (1932) 4 ABC 203
8 (1982) 7 ACLR 407
9 [1970] VR 605
10 [2009] VSCA 319

Authored by Jarrod Munro, Victoria Moffat and Katherine Wangmann

Authored by **Jarrod Munro**, **Victoria Moffat** and
Katherine Wangmann

Central Cleaning Supplies (Aust) Pty Ltd v Elkerton [2015] VSCA 92 *(12 May 2015)*

The Victorian Court of Appeal has found that a supplier can enforce a Retention of Title clause, without a registration on the PPSR, in circumstances where the supply of goods was governed by an agreement that pre-dated the PPSA, even though the supply of goods occurred after 30 January 2012.

Background

On 3 September 2009, Swan Services Pty Ltd (**Swan**) signed a commercial credit application for the provision of cleaning equipment by Central Cleaning Supplies (Aust) Pty Ltd (**Central**). The terms of the commercial credit application were that payment for goods was due 30 days from the date of supply and that the supply of the goods was governed by Central's standard terms and conditions, as varied from time to time.

Central began supplying goods to Swan in September 2009. For each supply of goods, an invoice was provided. Each invoice included a retention of title clause that stated that goods remained the property of Central until the whole purchase price had been paid.

When the *Personal Property Securities Act* 2009 (**PPSA**) came into effect on 30 January 2012, Central did not register its security

interest on the Personal Property Securities Register (**PPSR**).

Between November 2012 and May 2013, Central supplied cleaning equipment to Swan. The invoices for the equipment supplied during this period were not paid. When Swan went into liquidation in May 2013, Central sought to enforce its security interest over the goods.

The liquidator of Swan argued that Central could not enforce the retention of title clause because it had failed to register its security interest on the PPSR.

Statutory provisions

Under the *Personal Property Securities Act* 2009 (Cth) (**PPSA**), a security interest provided for under an agreement entered into on or after 30 January 2012 is enforceable against a company in liquidation only if the security interest has been perfected. A security interest is usually perfected by registration on the PPSR.

However, the PPSA provides that a "transitional security interest" can be enforced without registration (at least until 31 January 2014). A transitional security interest is defined as a security interest "provided for" by an arrangement that was in force before 30 January 2012.

Decision at first instance

The critical issue was whether Central had a transitional security interest over the goods supplied between November 2012 and May 2013. This depended on whether the security interest over those goods was provided for by an arrangement that was in force *before* or *after* 30 January 2012.

The trial judge considered that each supply of goods was a separate arrangement that came into force at the time of the supply, being between November 2012 and May 2013. Accordingly, in her Honour's view, Central did not have a transitional security interest.

Court of Appeal

The Court of Appeal found that the arrangement that provided for the security interest came into force at the time of the very first supply of goods in September 2009. The first supply of the goods was an acceptance of the commercial credit application and resulted in a supply agreement coming into force. The supply agreement governed all future supplies of equipment.

Accordingly, the Court of Appeal found that Central was able to enforce its security interest without a registration.

Comment

The learned authors of Personal Property Securities in Australia (Wappett, Whittaker and Edwards *Personal Property Securities in Australia* (LexisNexis, 2015), at [6.400]), in relation to a "master agreement" (such as standard terms for the supply of goods with retention of title provisions) entered into before the commencement of the PPSA, draw a distinction between one that simply sets out terms which will apply to entirely new transactions instigated by relevant future events (such as a purchase order for each new purchase), and one where (like a charge over "future acquired assets" automatically attaching to assets as they are acquired), each new security interest arises solely by virtue of the original agreement and is itself a further transitional security interest. The protection of the transitional provisions would apply to the later, but not the former if the supply of goods occurred after 30 January 2012, and the drafting of the original agreement will determine whether a new security interest arises.

The Court of Appeal does not discuss this distinction, even though the Judge at first instance found in the circumstances, each supply gave rise to a new and distinct security interest, and the Court of Appeal found that "*...the first supply of equipment operated to establish a supply agreement between Central and Swan. In accordance with the express terms of the credit application, the agreement governed all future supplies of equipment*. (at [15])".

The decision confirms the view taken in *Industrial Progress Corporation Pty Ltd v Wilson* [2013] WASC 225. In that decision, the Court indicated that the security interest over the ongoing supply of goods arose under a credit agreement entered into years earlier. The Court indicated that the supplier had a transitional security interest over goods supplied after 30 January 2012.

Accordingly, a supplier may have the benefit of a transitional security interest over goods supplied after 30 January 2012, as long as the goods are supplied pursuant to an agreement that

predates the PPSA. It is important to consider the drafting of the original agreement in order to determine whether it is capable of covering all future supplies.

The Court of Appeal's decision also illustrates that a supplier may be able to incorporate new terms and conditions into the supply agreement without losing the protection of having a transitional security interest.

Authored by **Jarrod Munro** and **Katherine Wangmann**

The Supreme Court of Victoria holds that set-offs and counterclaims may extinguish an insolvent claimant's entitlement to seek a judgment to recover debt under the SoP Act

The Supreme Court of Victoria has decided that an insolvent claimant seeking judgment under the *Building and Construction Industry Security of Payment Act 2002 (Vic)* (**SoP Act**) is precluded from relying on the SoP Act's prohibition on cross-claims, by reason of the operation of section 553C of the *Corporations Act 2001* (Cth) (**Corporations Act**) – the provision that gives effect to mutual set-offs.

The Court in *Façade Treatment Engineering Limited v Brookfield Multiplex Construction Pty Ltd*[11] has limited the operation of the SoP Act to the extent that those provisions are inconsistent with the operation of the Corporations Act on constitutional grounds.

Background

The purpose of the SoP Act is to assist payees in the contracting chain to maintain cash flow throughout the duration of a construction project by providing a statutory entitlement to receive progress payments at regular intervals. So as to facilitate that purpose, provisions in the SoP Act favour the claimant's right to receive an interim progress payment over the respondent's right to resist payment by raising substantive arguments, such as a counterclaim or set-off. The idea is that respondents "pay now and argue later"[12] so that claimants have funds on an interim basis with which to proceed with the works, though a substantive dispute between the parties remains to be later resolved.

The problem that arises in the context of claimant insolvency is that a respondent who makes an interim payment, despite having a substantive counterclaim or set-off against the claimant, may be left to prove its substantive claim in a liquidation, along with the debts sought to be proved by any other unsecured creditors.

Under the SoP Act, where a claimant seeks judgment for a claimed amount for which a respondent failed to provide a payment schedule (section 16(2)(a)(i) of the SoP Act), the respondent is prohibited from raising a cross-claim or set off (section 16(4)(b)(i) of the SoP Act).

Facts

Façade Treatment Engineering Limited (**Façade**) was engaged as a subcontractor by Brookfield Multiplex Construction Pty Ltd (**Brookfield**) to design, supply and install façade and curtain wall works on a project in Lonsdale Street, Melbourne. Façade was placed into liquidation in February 2013.

The liquidator of Façade commenced proceedings under section 16(2)(a)(i) of the SoP Act to recover from Brookfield an amount of some $1.2m, being the amount outstanding under two SoP Act payment claims. Façade contended that Brookfield had failed to respond to the payment claims with payment schedules. (This was found not to be entirely correct. The Court held that an email sent by Brookfield to Façade in response to one of the payment claims did amount to a payment schedule under the SoP Act.) Façade's argument was that Brookfield was not entitled to bring a cross-claim, by reason of section 16(4)(b)(i) of the SoP Act.

Brookfield sought to rely on substantial counterclaims which, if proved, would entirely extinguish any entitlement in Façade and would have left a substantial balance due to Brookfield pursuant to section 553C of the Corporations Act.

Decision

Vickery J considered that there was a potential conflict between the SoP Act and the Corporations Act. His Honour turned to section 109 of the *Constitution 1900 (Cth)* (**Constitution**) to resolve it. In considering the operation of section 109 of the Constitution, Vickery J cited the following passage from High Court's unanimous decision in *Telstra v Worthing*:

> *"When a State law, if valid, would alter, impair or detract from the operation of a law of the Commonwealth Parliament, then to that extent it is invalid."*[13]

After considering the operation of section 16(4)(b) of the SoP Act

11 [2015] VSC 41

12 *Hickory Developments Pty Ltd v Schiavello (Vic) Pty Ltd* [2009] VSC 156, [44]

13 *Telstra v Worthing* (1999) 197 CLR 61, 76-77, quoting Dixon J in *Victoria v Commonwealth* (1937) 58 CLR 618, 63C

and section 553C of the Corporations Act, Vickery J stated that for a company in liquidation to enter judgment for a debt under the SoP Act without taking into account any cross-claim or set-off would not only impair or detract from the operation of the Corporations Act, but it would *"fly directly in the face of the scheme established by section 553C"*. Therefore, in accordance with section 109 of the Constitution, he held that the State SoP Act must yield to the Commonwealth Corporations Act to the extent of the inconsistency.

On that basis, the Court held that:

1. a company to which section 553C applies, subject to section 553C(2), is precluded from entering any judgment pursuant to section 16(2)(a)(i) of the SoP Act; and
2. a respondent to a claim under the SoP Act is entitled to rely on a counterclaim or set-off pursuant to section 553C of the Corporations Act, despite the explicit prohibitions contained in section 16(4)(b) of the SoP Act.

Application of section 553C(2)

Section 553C(2) of the Corporations Act precludes a party from claiming the benefit of the statutory set-off if, at the time of receiving credit from the insolvent company, the person had notice of the company's insolvency. Façade argued that the relevant date for the operation of this provision was the time when Brookfield became liable under the SoP Act to pay the progress payments the subject of Façade's payment claims. A body of evidence before the Court demonstrated that at that time, Brookfield had knowledge of facts which evidenced Façade's insolvency.

His Honour considered previous authority which demonstrated that the relevant time for assessing notice of insolvency is not when the debt became payable, but when the underlying agreement arose.

In assessing the application of section 553C(2) to the circumstances of the case, Vickery J stated that each entitlement to a monthly payment claim under the sub-contract did not arise from a fresh dealing that involved the provision of credit to Brookfield. The obligation to make monthly payment arose from the underlying sub-contract. Therefore, the relevant date for the operation of section 553C(2) was the date the sub-contract was executed. At that point there was no evidence to suggest that Brookfield had the requisite knowledge.

The section 553C set off therefore remained available to Brookfield.

Implications

Following this judgment, insolvency practitioners remain at liberty to utilise the provisions of the SoP Act – and corresponding legislation in other Australian jurisdictions.

The judgment does, however, represent one formal clarification of the limits on the application of SoP legislation. As such, insolvency practitioners should be wary of commencing proceedings under the SoP Act if the respondent has counterclaims or set-offs that would extinguish the insolvent claimant's claim. Liquidators will encounter difficulty in obtaining judgments under the SoP Act in such circumstances.

Authored by **Catherine Bell** and **Julian Grant**

Federal Commissioner of Taxation v Australia Building Systems Pty Ltd [2014] FCAFC 133

A decision of the Full Federal Court earlier this year held that a liquidator is not obliged to withhold moneys to meet tax obligations pursuant to section 254 of the *ITAA 1936* prior to the issue of a notice of assessment. That decision has been appealed to the High Court.

Section 254(1)(d) of the *Income Tax Assessment Act 1936* (Cth) (***ITAA 1936***) requires an agent or trustee (including a liquidator) to retain sufficient funds from income, profits or gains received by him or her for the purposes of paying tax.

Background

In the decision of *Australian Building Systems Pty Ltd v Federal Commissioner of Taxation* [2014] FCAFC 133, the liquidators of a company sold land owned by the company triggering a capital gains tax event for the purposes of the *Income Tax Assessment Act 1997* (Cth) (***ITAA 1997***).

A question arose as to whether the liquidators were obliged by section 254(1)(d) of the *ITAA 1936* to retain monies to meet the tax liability in respect of the net capital gain from the sale of the

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land in circumstances where the ATO had not issued a notice of assessment to the company.

A private ruling sought by the accountants of the company determined that the liquidators were obliged to retain monies in accordance with section 254. The liquidators appealed the decision of the Commissioner, and sought declarations that they were not required to retain funds in accordance with that section.

First decision

The primary judge noted that it may not be possible to predict the amount of a taxation liability at the time when the capital gains tax event occurs. Although a net capital gain would be included in a taxpayer's assessable income, the actual tax liability depends on the taxpayer's taxable income in the relevant tax year.

His Honour also considered that section 254 was analogous to section 255 *ITAA 1936* which the High Court had considered in the decision of *Bluebottle UK Ltd v Deputy Commissioner of Taxation* (2007) 232 CLR 598. In that case, the High Court found that the obligation to retain moneys to meet tax liabilities under section 255 arose only where a notice of assessment had been issued.

The primary judge concluded that there was no obligation to retain monies under section 254 of the *ITAA 1936* where no notice of assessment had been issued to the company. Notwithstanding this, his Honour acknowledged that a liquidator is entitled to hold off from distributing the proceeds or a portion of the proceeds of a sale of land until the income tax position of the company is known or a notice of assessment is issued.

Appeal decision

On appeal to the Full Federal Court of Australia, the Commissioner of Taxation submitted that the words "is or will become due" in section 254 required the liquidators to retain monies to pay tax liabilities that were owing but not presently payable.

The Full Federal Court considered that even if the company had an obligation to pay tax in the future, this did not trigger the retention obligation under section 254. In any event, the Court confirmed that tax did not become due or owing for the purposes of section 254 prior to the issue of the notice of assessment.

Appeal to the High Court

The High Court granted special leave to the Commissioner of Taxation to appeal the Full Federal Court's decision on 17 April 2015.

Insolvency practitioners should be wary of relying on the Full Federal Court decision given that, if the appeal is successful, any findings may have retrospective application.

Comment

The Full Federal Court decision is a welcome decision for liquidators because it confirms that there is no obligation to retain monies to pay tax liabilities before the issue of a notice of assessment.

Notwithstanding this, it may be prudent for liquidators to retain a portion of the proceeds of a sale in anticipation of a tax liability.

Authored by **Bianca Quan** and **Katherine Wangmann**

Team Member Profile

Evelyn Ooi, Lawyer

Evelyn has experience in a range of commercial litigation matters including insolvency, contractual, retail tenancy, employment, property and insurance disputes. She has acted for multinational companies, insolvency practitioners, creditors, insurers and charitable organisations across diverse industries.

Evelyn has also appeared and instructed in the Federal, Supreme, County and Magistrates' Courts, and has conducted matters in the Victorian Civil and Administrative Tribunal. She has also successfully represented clients in alternative dispute resolution processes including mediations and pre-hearing conferences.

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