



PLANNING FOR YOUR FUTURE

A GUIDE TO
LEGAL DECISION
MAKING





The information in this brochure is general in nature and does not take into account your personal situation. You should carefully consider whether this information is appropriate for your needs and seek legal advice if required.

This brochure has been prepared to cater for Victorian residents and may not be relevant or appropriate for anyone living outside of Victoria.

EASTERN COMMUNITY LEGAL CENTRE

ECLC is a multidisciplinary legal service that works to prevent problems, progress fair outcomes and support the wellbeing and resilience of communities and community members in Melbourne's East. It provides free and confidential advice and assistance to people who live, work or study in Boroondara, Manningham, Whitehorse, Knox, Maroondah and Yarra Ranges.

ECLC has extensive experience in preventing and responding to elder abuse and other forms of family violence. ECLC's Elder Abuse Response Services, ROSE (Rights of Seniors in the East) and ELSA (Engaging & Living Safely & Autonomously), provide free and confidential legal advice and assistance to older people experiencing or at risk of elder abuse.



ROSE, a partnership with Oonah Belonging Place, provides assistance to older people across the eastern metropolitan region while ELSA, a partnership with Eastern Health, is dedicated to supporting older people receiving care at Eastern Health.

For further information about these services, please contact us via the following:

Phone 1300 32 52 00 or 0429 697 960
Email eclc@eclc.org.au
Web www.eclc.org.au/rose or www.eclc.org.au/elsa

FREE INTERPRETER SERVICE 131 140*
*Ask to call: 1300 32 52 00

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EASTERN COMMUNITY LEGAL CENTRE
ACKNOWLEDGES THE SUPPORT OF



YOUR RIGHT TO POSITIVE AGEING

EVERYONE HAS THE RIGHT TO A POSITIVE AGEING EXPERIENCE AND THE FREEDOM TO ENJOY HUMAN RIGHTS, INCLUDING THE RIGHT TO:

- Live in safety and free from abuse;
- Be treated with dignity and respect;
- Adequate food, water, shelter, clothing and health care;
- Make their own decisions (if they are capable of doing so and wish to do so), even if others do not agree with those decisions;
- Have their wishes respected;
- Privacy; and
- To seek and receive independent and confidential professional advice

All adults have the right to self-determination regardless of their age, eccentricity or life choices, which others may not agree with.

Making independent and informed choices about your future is an important part of getting older. Making decisions about the future of your health, your home and your other assets makes sure that your wishes are respected. See **MARILYN'S STORY** as she shares some practical tips and resources to support these choices. For more inspiring stories on positive ageing, check out opera.ecllc.org.au.

This guide provides a summary of some important considerations as you plan for your future.

ENDURING POWERS OF ATTORNEY

WHAT IS AN ENDURING POWER OF ATTORNEY?

An enduring power of attorney is a document that allows you to appoint another person or persons to make personal and/or financial decisions for you. The person you appoint in an enduring power of attorney is known as your 'Attorney'.

You can decide what types of decisions your Attorney makes for you. These decisions can be about:

- Personal matters, such as where you live and what support services you have access to (but not including any decisions about your medical treatment); and/or
- Financial matters, including the ability to transfer cash, or sell or transfer real estate or shares.

I WANT TO APPOINT MORE THAN ONE ATTORNEY. HOW WILL THEY MAKE DECISIONS?

You are able to appoint multiple Attorneys. You can also choose to appoint one or more Alternative Attorneys, who can make decisions for you if your Attorney/s cannot.

If multiple Attorneys or Alternative Attorneys have been appointed, they can be permitted to: only make decisions in agreement with each other ('jointly'); make decisions either together or separately ('jointly or severally'); or, if you appoint three or more Attorneys, only make decisions if the majority of your Attorneys agree (by 'majority').

WHEN DOES A POWER OF ATTORNEY START WORKING?

You can choose when your enduring power of attorney starts working. You can choose your Attorneys' power to start immediately, at some other time or when a particular event happens, or (as is most commonly used) only if you ever lose capacity to make those decisions for yourself.

Regardless of when an enduring power of attorney starts, the power will continue to operate (or 'endure') if you ever lose the capacity to make the types of decisions you included in the document.

WHAT DOES YOUR ATTORNEY HAVE TO DO WHEN MAKING DECISIONS FOR YOU?

If your Attorney makes a decision for you, they must take all reasonable steps to encourage you to participate in decision-making, carry out your wishes (as far as possible) and act in a way that promotes your personal and social wellbeing. An Attorney has a number of legal duties that they must comply with, including to act: honestly and diligently; with reasonable care and skill; and without profiting from their position as your Attorney. They are also required to keep accurate records and keep their property separate from your property.

ARE THERE RISKS INVOLVED WITH MAKING AN ENDURING POWER OF ATTORNEY?

Sometimes, an Attorney may not meet their obligations under the law and may misuse the power you have given them. Unfortunately, issues with the misuse of enduring powers of attorney commonly arise in the context of elder abuse.

Some of the ways that powers of attorney can be misused include the following:

- Financial: Attorneys transferring or selling property/assets owned by you to whoever and for whatever price they choose, withdrawing cash from your bank account and transferring it to themselves or someone else, mortgaging your real estate to secure a cash loan to themselves, or changing who will receive the balance of your superannuation account after you die;
- Personal: Attorneys choosing where you live (potentially choosing a worse option to save money, which they believe they will get on your death), or making/not making other important lifestyle decisions (which can have a negative impact on your life).

This is not a complete list of the risks involved - powers of attorney can also be misused in a variety of other ways. Generally, the misuse of enduring powers of attorneys goes unnoticed and is never fixed. Legal action in these matters is generally very expensive, time consuming and difficult for those involved.



CAN I PUT RESTRICTIONS ON MY ATTORNEYS' POWERS?

Yes, you may wish to include conditions in your enduring power of attorney about what your Attorneys can and can't do for you.

For example, you could include a condition to prevent your Attorneys from selling your house except under specific circumstances, such as that your Attorneys must all agree to sell (to prevent an Attorney from doing it themselves without involving the other/s). You may also prevent your Attorneys from changing who will receive your superannuation when you die.

I DON'T NEED SOMEONE TO MAKE ALL OF MY DECISIONS FOR ME. ARE THERE OTHER OPTIONS?

You might consider appointing a supportive Attorney. A supportive Attorney has the power to help you make financial and/or personal decisions (if you still have capacity to do so) with things like accessing information from banks and utility providers, communicating with organisations on your behalf, and taking reasonable steps to help you make decisions. A supportive attorney cannot however make decisions for you. For example, they cannot sign documents to transfer your cash or property.

IT SOUNDS LIKE THERE ARE ADVANTAGES AND DISADVANTAGES OF HAVING AN ENDURING POWER OF ATTORNEY. HOW DO I KNOW IF I SHOULD MAKE ONE?

This will depend on your personal circumstances. Enduring powers of attorney can be extremely useful documents that allow your Attorneys to care for and help you when you need it.

However, you must only make an enduring power of attorney if there is someone you trust to make decisions for you, who understands what is important to you, and who will act on your wishes as far as possible. If there is no one that you trust to do that then you should not make a power of attorney.

You can also only make a power of attorney if you are over eighteen years of age and if you have the capacity to make the type of decisions you want to appoint someone else to make.

I HAVE DECIDED TO GET AN ENDURING POWER OF ATTORNEY. WHAT SHOULD I DO NOW?

An enduring power of attorney may have serious legal and personal implications so it should be prepared by a lawyer with expertise in this area. Whilst power of attorney 'kits' may be available, the forms are complex and completing them without professional advice may lead to serious unintended and expensive consequences. We recommend contacting a lawyer to prepare the document for you. You may wish to contact several different lawyers to enquire about their fees before choosing one.

After making an enduring power of attorney, we recommend you provide each appointed Attorney with a certified copy of the signed enduring power of attorney and a copy of the booklet titled 'Information for Attorneys' that is available from the Office of the Public Advocate website here: www.publicadvocate.vic.gov.au (you may wish to ask your lawyer for assistance in providing this information to your Attorney/s).

I DID A POWER OF ATTORNEY YEARS AGO. IS IT STILL VALID?

The laws relating to enduring powers of attorney in Victoria changed on 1 September 2015. Any power of attorney made before then is still effective if it was done correctly at the time. However, an enduring power of attorney made before 1 September 2015 will not include a 'personal' power (if you also have an enduring power of guardianship, this covers health care and lifestyle matters).

If you made an enduring power of attorney before 1 September 2015, or if you have any concerns about the decisions covered by your enduring power of attorney or its validity, we recommend you have that document reviewed by a lawyer to ensure that it still meets your needs.

I HAVE LOST FAITH IN THE PERSON I APPOINTED AS MY ATTORNEY. WHAT SHOULD I DO?

You can cancel ('revoke') an enduring power of attorney with or without appointing new Attorney/s at any time.

If there is a risk of your Attorney doing the wrong thing (e.g. stealing money from your bank account or transferring property own against your wishes), you should consider revoking the power of attorney immediately whilst you decide whether or not to make a new power of attorney.

There are strict requirements you must follow to revoke a power of attorney. You should seek advice from a lawyer to do this.

APPOINTMENTS OF MEDICAL TREATMENT DECISION MAKERS

WHAT IS AN APPOINTMENT OF MEDICAL TREATMENT DECISION MAKER?

An appointment of medical treatment decision maker is a document that allows someone to formally appoint another person (a 'medical treatment decision maker') to make medical decisions on their behalf, if they later lose the capacity to make their own medical decisions.

WHAT SORT OF DECISIONS CAN BE MADE BY A MEDICAL TREATMENT DECISION MAKER?

A medical treatment decision maker has the power to accept or refuse medical treatment on another's behalf. The types of treatment they could accept or refuse include treatment for an injury, an operation, treatment for mental illness or dental treatment.

I'VE HEARD ABOUT A 'MEDICAL POWER OF ATTORNEY'. IS THIS THE SAME THING?

On 12 March 2018, the law changed and it is no longer possible to make an 'enduring power of attorney (medical treatment)'. Instead, you can now appoint a medical treatment decision maker.

CAN I APPOINT MORE THAN ONE MEDICAL TREATMENT DECISION MAKER?

Yes, however only one person can make medical decisions for you at any one time - you cannot appoint multiple people to make medical decisions together.

WHAT HAPPENS IF I DON'T APPOINT ANYBODY TO BE MY MEDICAL TREATMENT DECISION MAKER?

If you have not made an appointment of medical treatment decision maker (and Victorian Civil and Administrative Tribunal (VCAT) has not appointed a guardian to make medical decisions for you), your medical treatment decision maker will be the first adult in the below list who has a close and continuing relationship with you, is reasonably available, and is willing and able to make the medical decision.

- Your spouse or domestic partner;
- Your primary carer (not a paid service provider);
- The first of the following (and, if more than one person fits the description in the subparagraph, the oldest of these persons):
 - Your adult child;
 - Your parent; or
 - Your adult sibling.

If this person is not the one you would want to make medical decisions for you, you should strongly consider making an appointment of medical treatment decision maker.

WHAT ARE THE RISKS INVOLVED WITH APPOINTING A MEDICAL TREATMENT DECISION MAKER?

Medical treatment decision makers have the power to make life-changing (or even life-ending) medical decisions. Your medical treatment decision maker must make decisions that they reasonably believe you would have made if you had the capacity to make the decision yourself. However, it is possible that medical treatment decision makers will not comply with this obligation.

It is essential that, if you make an appointment of medical treatment decision maker, that you only appoint a person or persons who understand what is important to you, and are willing and able to act on your wishes as far as it is possible to do so.



I HAVE DECIDED TO GET AN APPOINTMENT OF MEDICAL TREATMENT DECISION MAKER. WHAT SHOULD I DO NOW?

As with an enduring power of attorney, an appointment of medical treatment decision maker may have serious legal and personal implications, and should therefore be prepared by a lawyer with expertise in this area. Whilst appointment of medical treatment decision maker 'kits' may be available, the forms are complex and completing them without professional advice may lead to serious unintended and expensive consequences. We recommend contacting a lawyer to prepare the document for you. You may wish to contact several different lawyers to enquire about their fees before choosing one.

After making an appointment of medical treatment decision maker, we recommend you provide each appointed medical treatment decision maker with a certified copy of the signed appointment of medical treatment decision maker, a certified copy of any advance care directive that you have made (see page 7), and a copy of the booklet titled 'Information for medical treatment decision makers' that is available from the Office of the Public Advocate website (you may wish to ask your lawyer for assistance in providing this information to your medical treatment decision maker/s).

ADVANCE CARE DIRECTIVES

WHAT IS AN ADVANCE CARE DIRECTIVE?

An advance care directive allows an adult to document their preferences for future medical treatment, should they ever lose the capacity to make medical decisions for themselves.

WHAT SORT OF DIRECTIVES CAN BE GIVEN IN AN ADVANCE CARE DIRECTIVE?

An advance care directive can include:

- Values directives – values and preferences regarding your medical treatment for your medical treatment decision maker and health practitioner. For example, values directives can include: spiritual, religious or cultural requirements, a preferred place of care, treatment with prescription medications, and/or treatment for mental illness; and/or
- Instructional directives – instructions regarding what medical treatment you do or don't want. Health practitioners are legally bound to follow these (regardless of what your medical treatment decision maker instructs them to do) so you should only make instructional directives if you know what medical treatment you want or do not want in the future. For example, instructional directives could include a direction that you do not want to be put on a machine that breathes for you.

I WANT TO MAKE AN ADVANCE CARE DIRECTIVE. WHAT SHOULD I DO NOW?

If you intend to include an instructional directive, you should first seek advice from your doctor about what information you may need to include. For example, if you have any pre-existing conditions, you should understand your prognosis, the different treatment options available to you, and the risks and benefits of these options. If you include statements about treatment for mental illness or dental treatment, consider consulting your relevant health practitioners about these statements.

Before signing an advance care directive (and regardless of whether you intend to do a values directive, an instructional directive or both) it is important to get professional advice. Whilst advance care directive forms are publicly available, due to the risk of unintended consequences, ideally the document should be prepared by a doctor or lawyer and (regardless of how the document is prepared) an advance care directive should always be reviewed by a doctor before it is signed. This will help to ensure the document meets your objectives, and that it is medically sound and clear.

Please remember that, to be effective, an advance care directive must be signed in front of a doctor and another witness, neither of whom can be a medical treatment decision maker of the person giving the directive. It is preferable to leave a copy of the advance care directive with your regular doctors/health practitioners and give a certified copy to your medical treatment decision maker/s so they are informed of your directives.

CAN I REVOKE AN ADVANCE CARE DIRECTIVE OR MAKE A NEW ADVANCE CARE DIRECTIVE?

Yes, but only if you have the decision-making capacity to do so.

If you do revoke an advance care directive or make a new advance care directive, you should inform your medical treatment decision maker/s and your health practitioners, and provide copies of the new documents and/or retrieve copies of the former advance care directive.

HOW OFTEN SHOULD I REVIEW MY ADVANCE CARE DIRECTIVE?

As everyone's preferences, health and personal situations change over time, it is recommended that you review your advance care directive regularly (e.g. every one to two years) or upon any significant life changes (such as a new medical diagnosis).

YOUR WILL

WHAT IS A WILL?

A Will is an important legal document which gives you the opportunity to direct what should happen with your property, which includes your money and belongings, (your 'estate') and affairs after you die.

WHAT SHOULD I INCLUDE IN MY WILL?

When making a will, some of the things you should consider include:

- Who will control your estate and distribute your assets (i.e. be your 'executor/s').
- Whether you wish to appoint guardians for any minor children.
- Instructions for care of any pets.
- Any specific gifts (e.g. real estate, family heirlooms, clothing, sentimental items, jewellery, photo albums, or money you wish to give to family, friends or charities).
- If someone has the right to continue to live in your property after you die (if they won't be gifted the property in your will).
- Who will take over any business that you own.
- What to do about significant debts owed to or by you.
- Who will receive anything left over after any gifts have been given and expenses have been paid.
- If you have funeral instructions and/or preferences regarding the disposal of your remains.
- Whether there is anyone who should be excluded from receiving anything in your will.
- Whether or not step-children or foster-children should receive a share of your estate.
- Arrangements for any assets that may or will fall outside your estate (e.g. superannuation or assets held by a trust).

I ALREADY HAVE A WILL. WHEN SHOULD I UPDATE IT?

You should review your will regularly (e.g. every 1-2 years or after any significant life change such as marriage/divorce, the purchase or sale of valuable property, or the death or birth of a family member) and update the document if anything needs to be changed.

I'M CONSIDERING DOING A WILL MYSELF OR USING A WILL-KIT. IS THAT A GOOD IDEA?

The answer to this question is almost always 'no'. DIY wills and will-kits commonly have gaps and errors in the way they are prepared or signed, which regularly lead to (often very costly) issues after the will-maker dies. DIY wills and will-kits should only ever be used as an absolute last resort.

I HAVE DECIDED TO UPDATE MY WILL/MAKE A WILL. WHAT SHOULD I NOW?

Contact a lawyer. You may wish to contact several different lawyers to enquire about price before deciding which one you will engage to prepare your will.

MY CHILD WANTS ME TO TRANSFER MY HOUSE TO THEM TO PREVENT ANOTHER FAMILY MEMBER/FORMER PARTNER FROM GETTING IT THROUGH A CLAIM ON MY ESTATE AFTER I DIE. SHOULD I DO THIS?

Transferring assets during one's lifetime is almost never a good estate planning strategy. Instead, you should seek independent legal advice about options available to you so that you can make an informed decision.

LIVING WITH YOUR ADULT CHILDREN

YOUR CHILDREN ARE MOVING IN WITH YOU

I HAVE DECIDED TO ALLOW MY ADULT CHILD TO MOVE IN WITH ME. WHAT SHOULD I DO BEFORE THEY MOVE IN?

You should make a written agreement outlining the conditions under which your child (or children) are moving into your property. Such a written agreement is important even if you are confident there won't be any issues. Ideally such an agreement should be written by a lawyer but, if you are unable to/choose not to see a lawyer, you may consider writing this agreement yourself. Having an agreement in writing (done by you or a lawyer) will help to show what you and your child have agreed and protect you if there is ever a disagreement about your living arrangement.

WHAT TYPES OF THINGS CAN A WRITTEN AGREEMENT COVER?

An agreement can cover areas such as:

- How long your child can stay with you.
- If your adult child will contribute to bills and other household expenses and, if so, how much and how often these payments will be made.
- Conditions about visits from friends (including overnight stays), such as seeking your agreement before they stay.
- If one of you will do domestic work for the other, such as laundry or preparing meals.
- Caring arrangements for grandchildren.
- If responsibility for the cleaning and general upkeep of the home will be shared and how.
- If smoking and/or drinking on the property is acceptable.
- How much privacy both of you will have.
- The amount of notice required to end the arrangement.

I'M HAVING TROUBLE REACHING AN AGREEMENT WITH MY CHILD. WHAT SHOULD I DO?

You may consider family mediation to reach an agreement with your children or talking to a lawyer for advice about how to approach this discussion. See the 'other resources' section of this booklet for more information.

APART FROM THE WRITTEN AGREEMENT, WHAT OTHER THINGS SHOULD I CONSIDER?

You should carefully consider whether your adult child, who may have lived separately from you for some time, is someone that you will be comfortable and happy living with.

If your child has a mental illness, drug or alcohol addiction, or a history of violence or aggressive behaviors, you should consider if you will feel safe and comfortable living with them.

Parents often let adult children move in with them with the belief that their relationship may get worse if they don't. However, tense relationships generally only become more difficult when living under the same roof. You should strongly consider whether moving in with your adult child will create or increase tensions between the two of you.

I LIVE WITH MY ADULT CHILD NOW BUT I HAVE DECIDED I WANT THEM TO MOVE OUT. WHAT SHOULD I DO?

If you own a property, you ultimately have the right to decide who lives there. Your child also has rights though and it may not be legal to ask them to leave immediately. If you want your adult child to move out and you have been unsuccessful in asking them to do so (or it is not safe or comfortable to do so) you should seek legal advice.





YOU ARE MOVING INTO YOUR CHILD'S HOUSE OR 'GRANNY FLAT' AT THEIR PROPERTY.

I am considering paying to build a unit at my child's house (a 'granny-flat'). What should I do first?

There are a variety of issues you must consider, including:

- How much will you pay to your child and if this will leave you enough left over for other long-term living costs?
- What does the payment entitle you to: are you the only one who is allowed to use the property and for how long; and will your child provide care for you (and, if so, what would happen if your child was no longer able to care for you)?
- Who is responsible for the bills, maintenance and chores around the property?

- How much privacy and independence will you have when you move in?
- Will the payment impact the inheritance you may like your other children to receive?
- What will happen if the child decides or needs to sell their home?
- What if you need the money back for some other purpose?
- Will this arrangement effect any Centrelink entitlement you receive?

As with any shared living arrangement, it is essential to have the terms of the agreement in writing. You should seek independent legal advice about a 'Granny Flat Agreement' and before paying any money to your child. *You should also speak to a Financial Information Services Officer at Services Australia about the impact of a 'granny flat interest' on your entitlements.

LENDING MONEY TO ADULT CHILDREN

I AM CONSIDERING LOANING MONEY TO MY ADULT CHILD. ARE THERE RISKS INVOLVED?

There are significant risks involved with lending money to anybody. These risks are further increased when the agreement regarding a loan is not in writing.

When a loan agreement is not put in writing, it increases the chance that there will be misunderstandings about the loan arrangement, the money might be considered to be a 'gift', or your child may be unable to repay the money.

HOW DO PROBLEMS ARISE?

Some common reasons include:

- The adult child gets divorced or has a relationship breakdown.
- The adult child's business fails or they lose their job.
- The adult child develops a gambling, drug or alcohol addiction.
- The lender runs out of money and needs the loan to be repaid (to buy a property or for general living expenses) but there is no written agreement about how and when the money will be repaid so the adult child refuses to repay it.

These are just a few examples but there are many other ways that loan agreements can go wrong. Lenders can protect themselves in many such situations by getting appropriate independent legal advice first.

WHAT TYPES OF THINGS SHOULD BE INCLUDED IN A WRITTEN AGREEMENT?

Some of the things you should consider including in a written agreement are:

- Whether there will be security for the loan (i.e. an asset that is pledged or deposited as a guarantee that a loan will be paid back).
- The date when the loan must be paid back.
- What happens if the loan isn't paid back by the due date?
- If any interest should be payable on the loan (fixed and/or variable).
- Any ongoing repayments that should be made.
- Any adjustment for inflation.

- Whether there is a loan guarantor (someone who will pay the loan back if the lender cannot).
- Who covers the costs associated with the agreement (e.g. lawyers' fees)?
- What happens if the lender or borrower dies?

I DON'T WANT TO GET A LAWYER INVOLVED - WE ARE FAMILY AND I DON'T WANT MY CHILD TO THINK I DON'T TRUST THEM.

People often feel awkward about discussing money with their adult children or getting legal advice about a lending arrangement with them. However, reaching a mutually beneficial written agreement, which has been prepared by a lawyer to ensure nothing essential is missed, helps both parties to fully understand what they are entering into – it helps protect everybody.

Avoiding these agreements (often when the borrower convinces the lender that there 'is no need to get a lawyer involved') can lead to lenders losing their life savings, and to close relationships being torn apart over lengthy and costly legal fights to attempt to get the money back (often unsuccessfully).

CAN I AFFORD TO LEND MONEY?

This is an essential question to ask yourself before even entertaining the idea of lending money to anyone else. The amount of money you will need to retain will depend on your lifestyle and circumstances.

If you receive an age pension, you will also need to consider if lending money will impact your entitlements. You should obtain independent advice from a Financial Information Services Officer at Services Australia to help you assess any impact on your entitlements and future planning.

I'VE DECIDED I WILL LEND THE MONEY. WHAT SHOULD I DO NEXT?

Do not lend money to anyone without getting advice from a lawyer first – it is not worth the risk. The benefit of obtaining this advice will far outweigh any cost involved. You should see a lawyer who is not advising the person borrowing your money to ensure that the advice you receive is independent and impartial.

BECOMING A GUARANTOR FOR A LOAN OR LEASE

MY ADULT CHILD [OR SOMEONE ELSE] HAS ASKED ME TO BECOME A GUARANTOR FOR A LOAN OR LEASE. WHAT DOES THAT MEAN?

A guarantor is a person (or other entity e.g. a company) that agrees to be responsible for the debts of a borrower or tenant, should the borrower or tenant default on their loan or lease.

ARE THERE RISKS INVOLVED WITH BECOMING A GUARANTOR?

Yes, significant risks.

If you are becoming a guarantor for a loan: you may be required to pay back some or all of the debt owed if the borrower cannot.

If you are becoming a guarantor for a lease: you may be required to pay back some or all of debt that the lessee of the property cannot. This could include the cost of any damage to the property, the cost of returning the property to its original condition, and/or any unpaid rent.

I HAVE CONSIDERED THE RISKS BUT STILL WANT TO GO AHEAD WITH BECOMING A GUARANTOR. WHAT SHOULD I DO NOW?

Seek advice from an independent lawyer before signing any documents. You should also ask the lawyer to review all of the relevant documents before you sign anything.

ELDER ABUSE

WHAT IS ELDER ABUSE?

Elder Abuse is any action that causes harm to an older person and is carried out by someone they know and trust. It can be intentional or unintentional. Elder abuse can be perpetrated by a family member, carer, friend, or other trusted person.

Elder abuse includes:

- Physical abuse – e.g. physically hurting someone, restraining someone, behaving aggressively, threatening someone or damaging someone's property.
- Sexual – e.g. unwanted sexual advances, using explicit language or viewing explicit material in another's presence without consent.
- Psychological – e.g. criticisms, intimidation, threatening to move someone into aged care, lying about someone's ability to make decisions for themselves, unreasonably withholding access to grandchildren, or threatening to harm someone, their property or pets.
- Financial – e.g. theft or use of someone else's money without an agreement, remaining in someone's home for longer than they are welcome, or applying pressure on another person to change their will, power of attorney or other legal document.
- Social – e.g. preventing someone from having visitors or participating in cultural, spiritual or religious activities.
- Neglect – e.g. failing to provide adequate clothing, food, drink, medicine, care, safe supervision, living standards, or access to medical care.

WHAT SHOULD I DO IF I SEE OR EXPERIENCE ELDER ABUSE?

If you, or someone you know, is experiencing or at risk of elder abuse, contact Eastern Community Legal Centre on 1300 325 200 or 0429 697 960 for free and confidential legal, financial counselling and social support.

OTHER RESOURCES

If you are ever in immediate danger please call '000' straight away.

You may wish to contact one or more of the following organisations for further assistance:

- The Victorian Office of the Public Advocate - provides a number of useful resources relating to enduring powers of attorney, appointments of medical treatment decision makers, and advance care directives. Resources can be found at the advocate's website: www.publicadvocate.vic.gov.au.
- Law Institute of Victoria - provides a legal directory and referral service to search for private law firms. All firms listed provide an interview free of charge. Tel: 03 9607 9311
- Relationships Australia - Provides counselling and mediation services to help older adults and their families resolve disputes, plan for the future and navigate challenging conversations. Tel: 1300 364 277.
- Financial Information Services Officer, Services Australia (formerly Centrelink) can help you:
 - o make informed financial decisions
 - o understand the results of your decisions in the short and long term
 - o prepare for retirement, even while you're still working
 - o take control of your finances to increase lifestyle choices.Telephone: 132 300
www.servicesaustralia.gov.au

1300 32 52 00 | ECLC@ECLC.ORG.AU | WWW.ECLC.ORG.AU

BOX HILL OFFICE

Suite 3, Town Hall Hub
27 Bank Street
Box Hill VIC 3128

Inner East: serving the communities of Boroondara, Manningham and Whitehorse

Outreach to:

Ashburton, Bulleen, Deakin University, Hawthorn and Ringwood Magistrates' Court.

BORONIA OFFICE

Suite B, 6 Floriston Road
(PO Box 747)
Boronia VIC 3155

Outer East: serving the communities of Knox and Maroondah

Outreach to: Ringwood FRC, Ringwood Magistrates' Court and Rowville.

HEALESVILLE OFFICE

Healesville Community Link
110 River Street
(PO Box 79)
Healesville VIC 3777

Yarra Ranges: serving the communities of the Yarra Ranges

Outreach to: Lilydale, Monbulk, Ringwood Magistrates' Court and Yarra Junction.

ABN 89 833 124 364 Reg. No. A4904N

FREE INTERPRETER SERVICE 131 140*

*Ask to call: 1300 32 52 00

