

Full and Frank Disclosure

Pre-Mediation Worksheet for Financial and Property Matters

This is a preparation document for Family Dispute Resolution. It is not a court form. Its purpose is twofold. First, to give effect to the practitioner's obligation under sections 71B(10), 90RI(10) and 90YJA(9) of the Family Law Act 1975 (Cth) to inform you about your duty of disclosure and the consequences of not meeting it. Second, to help you arrive at your joint session with a complete and organised picture of your financial position, so the session focuses on resolution rather than reconstruction.

Each party completes their own copy. You do not see the other party's worksheet, and the other party does not see yours. Both copies are provided to the practitioner before the joint session.

If you have a current Family Violence Order, or if completing this worksheet causes you concern about safety, contact the practice before continuing. Disclosure obligations are not waived by a safety concern, but the process for handling sensitive information can be adjusted.

Your duty of disclosure

What full and frank disclosure means

Full and frank disclosure is the obligation to provide, in a timely manner, all information and documents relevant to the financial or property issues between you and the other party. The duty is owed to the court and to the other party. It applies whether or not court proceedings have been commenced. It applies to information you know and to documents that are, or have been, in your possession or under your control.

The duty covers your total direct and indirect financial circumstances. It includes earnings, income, interest, all property and financial resources (whether vested or contingent), and superannuation. It applies to assets and income held by you directly and also to those held by entities you control or benefit from, including companies, trusts, and self-managed superannuation funds. It applies to property held jointly with the other party and to property held in your sole name.

The duty includes property you have sold, transferred, gifted or otherwise disposed of in the twelve months before separation and at any time since separation, where that disposal may affect a claim.

Where the duty comes from

Since 10 June 2025, the duty of disclosure for financial and property matters has been codified in the Family Law Act 1975. The relevant provisions are:

- **Section 71B**, for parties to a marriage
- **Section 90RI**, for parties to a de facto relationship
- **Section 90YJA**, for parties to a Western Australian de facto relationship

These provisions replaced a duty that previously sat only in the Federal Circuit and Family Court of Australia (Family Law) Rules 2021. Chapter 6 of the Rules continues to operate alongside the statutory duty.

When the duty starts and ends

The duty starts when you begin preparing for a property or financial matter. That includes the period before Family Dispute Resolution. It continues throughout the FDR process. If you reach an agreement at FDR, the duty supports the validity of that agreement. If you proceed to court, the duty continues until final orders are made or the matter is otherwise finalised. The duty is ongoing. If something changes between today and the end of the matter, you must update your disclosure.

The practitioner's role

The Family Law Act requires the practitioner to inform you about the duty of disclosure, explain the circumstances in which it applies, set out the potential consequences of not complying, and

encourage you to take all necessary steps to comply. This worksheet, together with the practitioner's discussion at intake, gives effect to that obligation.

Consequences of not complying

Non-disclosure is not a tactical advantage. It undermines the validity of any agreement you reach at FDR and exposes you to consequences that may follow long after the matter appears to be resolved.

The court's powers, set out in or referenced by sections 71B, 90RI and 90YJA, include:

- Altering the division of property to take the non-disclosure into account, which usually means a less favourable outcome for the non-disclosing party
- Making cost orders against the non-disclosing party
- Setting aside Consent Orders or a Binding Financial Agreement made in reliance on incomplete or false information
- Staying or dismissing all or part of any proceedings
- Imposing sanctions for contempt of court, which can include fines or, in serious cases, imprisonment
- Excluding evidence that was not disclosed

The duty exists because the integrity of any property settlement, whether negotiated or ordered, depends on both parties working from the same complete picture. Where one party withholds information, the resulting agreement is built on a false foundation, and the law gives the affected party the means to unwind it.

If you are unsure whether a particular asset, income source or arrangement needs to be disclosed, the safe default is to disclose it. The practitioner can help you assess relevance once the information is on the worksheet.

SECTION 2

The worksheet

Complete every section that applies to you. If a section does not apply, write "Not applicable" rather than leaving it blank. Where you do not know an exact figure, give your best estimate and note that it is an estimate. Update any figure that changes between now and your joint session.

2.1 Personal details

FULL LEGAL NAME

ANY OTHER NAMES YOU HAVE USED (MAIDEN NAME, PRIOR MARRIED NAME, BUSINESS NAMES)

DATE OF BIRTH

OCCUPATION

CURRENT RESIDENTIAL ADDRESS

POSTAL ADDRESS (IF DIFFERENT)

MOBILE NUMBER

EMAIL ADDRESS

EMPLOYER NAME AND ADDRESS (IF EMPLOYED)

2.2 Relationship details

DATE YOU BEGAN LIVING TOGETHER

DATE OF MARRIAGE (IF APPLICABLE)

DATE OF FINAL SEPARATION

TIME LIVING UNDER SAME ROOF SINCE SEPARATION

DATE DIVORCE FILED (IF APPLICABLE)

DATE DIVORCE FINALISED (IF APPLICABLE)

ANY CURRENT FAMILY VIOLENCE ORDERS INVOLVING EITHER PARTY (YES / NO, AND BRIEF DETAILS)

2.3 Children

This section is for context. The substantive parenting discussion is separate from the financial worksheet. Where parenting and finances overlap, for example child support or the housing needs of children, those connections will be drawn out in the joint session.

FULL NAME AND DATE OF BIRTH OF EACH CHILD OF THE RELATIONSHIP

ANY SPECIAL NEEDS, HEALTH CONDITIONS, OR EDUCATIONAL REQUIREMENTS THAT AFFECT COSTS

CURRENT CARE ARRANGEMENTS

2.4 Income

For each source of income, give the gross amount, the net amount after tax, the frequency (weekly, fortnightly, monthly, annually), and the source.

- Salary or wages from employment
- Self-employment or sole-trader income
- Income from any business, partnership, company or trust in which you have an interest
- Investment income (dividends, distributions, interest)
- Rental income
- Government payments (Centrelink, Family Tax Benefit, pensions)
- Child support received
- Spousal maintenance received
- Any other income

Attach: your last three years of tax returns and notices of assessment; your most recent payslip if employed; year-to-date profit and loss if self-employed.

INCOME SOURCE 1 (DESCRIPTION, GROSS, NET, FREQUENCY)

INCOME SOURCE 2

INCOME SOURCE 3

INCOME SOURCE 4

2.5 Assets in your sole name

For each asset, give a description, your estimated current value, the basis for your estimate, and the date of acquisition where known. Use online sources where possible: recent comparable sales on carsales.com.au for vehicles, recent sale data on realestate.com.au or domain.com.au for real property, the current market price for shares, the most recent statement balance for bank accounts. Formal valuations are not needed at this stage. They are only required where the parties cannot agree on a value once both worksheets are on the table. Save the time and the expense unless and until a dispute about value actually arises.

- Real property (full address, your estimated current value, mortgage balance if applicable)
- Motor vehicles, motorcycles, boats, caravans
- Bank accounts and term deposits (institution, account name, current balance)
- Shares and managed investments (holding, units, current value)
- Cryptocurrency holdings (asset, quantity, current value, platform)
- Business interests (entity name, your shareholding or unit holding, estimated value)
- Jewellery, art, collectibles, or other items of meaningful value
- Personal loans owed to you
- Anything else of value

ASSET 1 (DESCRIPTION, VALUE, BASIS FOR ESTIMATE)

ASSET 2

ASSET 3

ASSET 4

ASSET 5

2.6 Assets held jointly

Same categories as 2.5, with the other party named, and the share you each hold if not 50/50.

JOINT ASSET 1 (DESCRIPTION, VALUE, SHARE SPLIT)

JOINT ASSET 2

JOINT ASSET 3

JOINT ASSET 4

2.7 Assets held by entities you control or benefit from

For each entity, give the entity name, your role (director, shareholder, trustee, appointor, beneficiary), the nature of your interest, and the entity's net asset position.

- Companies you control or have a shareholding in
- Trusts in which you are a trustee, appointor, or beneficiary
- Self-managed superannuation funds in which you are a member or trustee
- Partnerships

Attach: most recent financial statements for each entity (last three years where available), trust deeds, company constitutions, and unit-holder or shareholder registers.

ENTITY 1 (NAME, ROLE, INTEREST, NET ASSETS)

ENTITY 2

ENTITY 3

2.8 Superannuation

For each fund, give the details below.

Attach: most recent member statement for each fund. For self-managed funds, attach the trust deed and last three years of financial statements.

FUND 1 (NAME, MEMBER NUMBER, TYPE, BALANCE, STATEMENT DATE, ANY PENDING SPLITS OR CONTRIBUTIONS)

FUND 2

FUND 3

2.9 Liabilities in your sole name

For each liability, give the creditor, the original purpose of the debt, the current balance, the minimum monthly repayment, and the interest rate.

- Mortgages over property held in your sole name
- Personal loans

- Credit cards
- Buy-now-pay-later balances
- Tax debts
- HECS or HELP balances
- Loans from family or friends (including those without formal documentation)
- Any other liability

LIABILITY 1 (CREDITOR, PURPOSE, BALANCE, REPAYMENT, RATE)

LIABILITY 2

LIABILITY 3

LIABILITY 4

2.10 Liabilities held jointly

Same categories as 2.9, with the other party named.

JOINT LIABILITY 1

JOINT LIABILITY 2

JOINT LIABILITY 3

2.11 Financial resources

A financial resource is something that benefits you financially but is not legally yours in the same way as an asset. Include:

- Accrued long service leave
- Accrued annual leave (where payable on termination)
- Redundancy entitlements where redundancy is likely
- Personal injury or insurance claims that have been lodged but not yet paid
- Workers compensation claims
- Inheritances that are reasonably certain (a parent has died and the estate is being administered, for example)
- Trust beneficiary interests where distributions are expected
- Any other resource of value to you

Where you list an expected inheritance, give the relationship to the deceased, the approximate date of death, the executor's name if known, and the basis for your estimate.

RESOURCE 1

RESOURCE 2

RESOURCE 3

2.12 Property disposals

Provide details of any property you have sold, transferred, gifted, or otherwise disposed of:

- In the twelve months immediately before separation, and
- At any time since separation

For each, give the asset, the date of disposal, who received it, the consideration (or note "gift" if none), and the reason for the disposal. This includes withdrawals from joint accounts above ordinary household amounts, transfers between accounts in your sole control, and any reduction in shareholding or unit holding in entities you control.

DISPOSAL 1 (ASSET, DATE, RECIPIENT, CONSIDERATION, REASON)

DISPOSAL 2

DISPOSAL 3

2.13 Anticipated changes

List any changes you know or reasonably anticipate to your income, assets, or liabilities, including:

- Bonus or commission payments expected
- Redundancy or retirement
- Sale of an asset already on the market
- Maturing investments
- Pending tax assessments or refunds
- Pending litigation that may result in a payment to or by you
- Settlement of an estate in which you have an interest

If a change occurs after you submit this worksheet but before or during FDR, notify the practice in writing. The duty of disclosure is ongoing.

ANTICIPATED CHANGE 1

ANTICIPATED CHANGE 2

Supporting documents checklist

Tick each item as you gather it. Bring the documents to your joint session or send them to the practice in advance. The practice will confirm the preferred delivery method during intake.

- Last three years of tax returns
- Last three years of notices of assessment
- Most recent payslip (if employed)
- Year-to-date profit and loss statement (if self-employed)
- Last twelve months of statements for every bank account in your sole name
- Last twelve months of statements for every joint bank account
- Last twelve months of credit card statements (sole and joint)
- Most recent superannuation member statement for every fund
- Most recent statement for every loan or mortgage
- Title search for any real property in your sole or joint name (if available)
- Recent online estimate (realestate.com.au, domain.com.au) or appraisal for any real property
- Recent online estimate (carsales.com.au, Redbook) for vehicles, motorcycles, boats, caravans
- Business financial statements for the last three years (if self-employed, or if a company, trust or partnership is involved)
- Trust deeds for any trust in which you have an interest
- Self-managed superannuation fund trust deed and last three years of financial statements (if applicable)
- Most recent share registry holding statement
- Cryptocurrency wallet or exchange statements
- Any pre-nuptial agreement, Binding Financial Agreement, or prior Consent Orders
- Evidence of any inheritance, gift, or windfall received during the relationship (deceased estates, redundancy payouts, lottery, insurance settlements)
- Documentation for any loan from family or friends (if no documentation exists, a written summary)
- Evidence of any property disposal in the twelve months before separation or since separation

If a document is missing or you are unable to obtain it, note the reason. Do not delay submitting the worksheet because one document is outstanding.

SECTION 4

Declaration

I, _____ (print full name), confirm that:

1. I have completed this worksheet honestly and to the best of my knowledge.
2. I understand that the duty of disclosure under sections 71B, 90RI or 90YJA of the Family Law Act 1975 (as applicable to my matter) is ongoing and continues until my matter is finalised.
3. I will update the practice in writing if my circumstances change before or during Family Dispute Resolution.
4. I understand that this worksheet is provided for the purposes of Family Dispute Resolution and that communications made during FDR are confidential under section 10H of the Family Law Act, subject to the exceptions in that section.
5. I understand that withholding relevant information may result in any agreement reached at FDR being set aside, and may result in cost or property orders against me if the matter later proceeds to court.

SIGNED

PRINT NAME

DATE

About onlinefdr.com.au

onlinefdr.com.au is a nationally accessible Family Dispute Resolution practice. The practitioner assigned to your matter is accredited by the Australian Government Attorney-General's Department under the Family Law (Family Dispute Resolution Practitioner) Regulations 2025.

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This worksheet is general information about your duty of disclosure under the Family Law Act 1975. It is not legal advice. If you have specific questions about how the duty applies to your circumstances, obtain independent legal advice.