

# OUR PEOPLE'S PRESS

A Regular Publication by Wollerman Shacklock  
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## IN THIS ISSUE:

1. MEET WS LEGAL ON SOCIAL MEDIA
2. LEASE VARIATIONS
3. MEET LORRAINE & CAROLYN FROM EMPOWERED HR

*Congratulations*

**Wollerman Shacklock Lawyers  
would like to wish Jess a very  
happy 11 year anniversary at the  
firm!!**



### **DID YOU KNOW Wollerman Shacklock are on social media?**

You can find us on Facebook, LinkedIn, Instagram and more recently, we have joined the world of Twitter.

We regularly post interesting articles and blogs to keep you up to date as well as what's going on in the office. Look out for competitions we run that you can get involved in. You can also stay up to date with the charity or organisation we donate to on a monthly basis.

Please check out our pages and follow us!

# WOLLERMAN SHACKLOCK LAWYERS

Your voice through our values of equality, respect and integrity.

## **Landlords and tenants need to document any "Covid" agreements to leases by way of Deed.**

By now some of you may have come to some agreement with your landlord or tenant in relation to rent relief under Omnibus Legislation. You may have breathed a sigh of relief for having reached agreement. But do not stop there. Any agreement reached between a landlord and tenant ought to be documented by way of Deed of Variation of Lease.

There are few reasons we have formed that view. First and foremost the main reason is that a lease is an interest in land. What that means is that the Instruments Act 1958 applies. That states that, in very basic terms, that any agreement in relation to an interest in land must be in writing and signed by the parties.

Secondly, most leases state that any variation to the lease ought to be in writing and signed by the parties.

Thirdly, what if the landlord sells the premises and the new landlord disputes the arrangement. The emails to the managing agent may not be sufficient. The agent in our view acts as agent for the landlord. So they might be able to bind the landlord but do not act as agent for the tenant so cannot bind the tenant. There is also the issue of how far the agent's authority to act extends even in respect of the landlord.

We strongly recommend to avoid disputes in the future that a Deed of Variation of Lease is signed by the landlord, the tenant and any guarantor.

If we can assist you with this or any Covid lease dispute, please contact us on:  
**03 9707 1155 or [trish@wslegal.com.au](mailto:trish@wslegal.com.au).**

Patricia Sheedy





Carolyn Mitchell and Lorraine Sebastian are Partners in Empowered HR. They have a shared commitment to support businesses in reaching their goals through a strong people centric approach. Together Carolyn and Lorraine's experience crosses multiple industries that include Recruitment, Retail, Engineering, Medical Research, Not-for-Profit, Local Government, Pharmaceutical, Legal, Manufacturing, and Telecommunications & IT. Their expertise ranges from working within and alongside organizations from start-ups to multi-nationals.

As an outsourced HR department, Empowered HR works as an extension of your business, and assists you in defining your people strategy and workplace policies. At Empowered HR we are experts in supporting businesses to manage their people for great results.

Our objective is to take the complexity out of being an employer, so you can focus on your core business functions. As businesses look to scale, effective people management is an issue that becomes detrimental to sustainable growth and long-term profitability.

You may now be looking to employ staff, improve performance or navigate through complicated employment law – but you're not ready to employ a full-time HR manager. That's where our HR services come in.

**Contact us for an  
obligation free discussion on 0409 806 812  
or visit us at [www.empoweredhr.com.au](http://www.empoweredhr.com.au)**

