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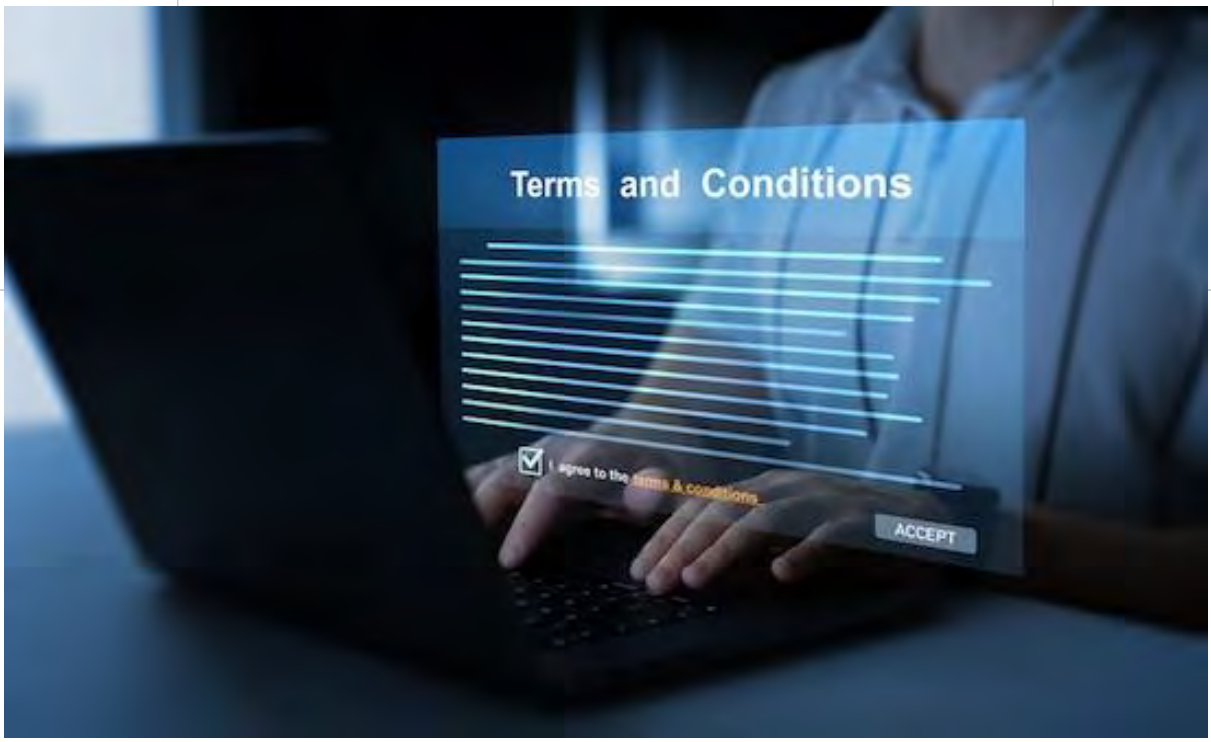
We have hit the ground running, and as 2026 rolls on we wish you all the best for the coming year. The following articles will help keep you up to date. If you have any questions, please don't hesitate to ask us.

Included are the following:

- When to Update Your Business Trading Terms
- Payday Super part 1: understanding the new law
- Payday super part 2: not quite 'all systems go'
- Deceptive Conduct in Business Sales: Your Legal Rights
- 6 ways to improve your business plan
- Heading overseas? Centrelink and the ATO might need to know

When to Update Your Business Trading Terms



Trading terms are the contract that outlines how you do business. They provide an overview of the rights and obligations of you and your customers. Your trading terms should include details on the goods or services you provide, customer payment obligations, and how you manage risk, liability and potential disputes.

Your business faces risk if you use outdated trading terms. Knowing when to update these terms is important so that you can stay compliant and operate effectively. This article explains the signs that your trading terms need updating, the legal risks of non-compliance, key elements of modern terms, and the importance of professional review.

Signs Your Trading Terms Need Updating

You should regularly review your trading terms as a crucial business practice. If you experience recurring issues or your business has evolved, it is time for an update.

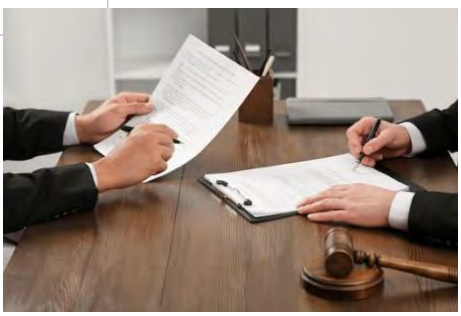
Update your trading terms when you:

- introduce new products or services;
- expand to sell overseas;
- change your payment processes or delivery methods; and
- modify your business operations in any significant way.

If you have not updated your terms for several years, they likely do not reflect current laws or your business operations. Terms that were compliant years ago may no longer be suitable.

If customers repeatedly misunderstand provisions in your terms, this clearly shows your terms are ambiguous or no longer fit for purpose.

Legal Risks of Outdated Terms



Using outdated terms exposes your business to risks:

1. **Unfair Contract Terms**: A significant risk is non-compliance with the Unfair Contract Terms (UCT) regime under the Australian Consumer Law (ACL). This came into effect on 9 November 2023. The law considers a term unfair if it: causes a significant imbalance in rights, is not necessary to protect legitimate interests or would cause detriment if enforced. An example of a UCT is a term that allows only one party to unilaterally end the contract. A term deemed as a UCT may be unenforceable and void.

2. **Consumer Guarantees:** If your business sells to consumers (rather than other businesses), outdated terms may contain clauses that attempt to limit consumer rights under the ACL. For example, a clause stating 'no refunds or returns under any circumstances' is illegal. It denies consumers their right to a remedy when a product is faulty. Such clauses are void. Relying on them can expose your business to legal action from consumers and the ACCC, which regularly audits Australian businesses for non-compliance.

3. **Unprotected Intellectual Property (IP)**: If your business has developed new branding, software, or other valuable IP, your old terms may not provide adequate protection. They might fail to specify ownership of IP created during service delivery. This leaves your proprietary information vulnerable to misuse or infringement.

Key Elements in Trading Terms

You should ensure your trading terms cover several key elements:

- **Payment Terms**: Your terms must specify the price of your goods or services, accepted payment methods, payment due dates and any interest applied to late payments.

- **Parties' Obligations**: The terms should accurately describe the goods or services you provide. They must also outline the obligations of both your business and the customer, including delivery terms, who holds the risk for loss or damage during transit, and any warranties you provide.

- **Intellectual Property and Confidentiality**: Your terms should clearly state who owns any intellectual property created and should obligate both parties to keep confidential information private.

When to Update Your Business Trading Terms

- **Dispute Resolution**: This outlines a clear process for handling disagreements between the parties. This typically involves requiring parties to attempt negotiation or mediation before resorting to costly court proceedings.

- **Limitation of Liability:** Your terms should clearly define the extent of your business' liability if something goes wrong. This includes specifying any caps on liability amounts and excluding liability for certain types of loss (such as indirect or consequential losses). However, you must ensure these limitations comply with the UCT regime and cannot exclude liability that Australian law requires you to accept, such as liability for breaching consumer guarantees.

- **Termination**: This clause establishes how and when either party can end the contract, including required notice periods and consequences of termination, such as final payment of outstanding invoices and return of any materials.

Key Takeaways

Successfully managing your business requires a proactive approach to your trading terms. Regularly review and update your terms to reflect changes in your business and the law. Ensure your contracts comply with the Unfair Contract Terms regime to avoid significant financial penalties. By investing in professionally drafted and reviewed trading terms, you can build trust with your customers and protect your business' legal and financial interests.

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Payday Super part 1: understanding the new law

Passage of the Payday Super reforms through parliament has cleared the way for employee superannuation to be paid by employers more frequently. In the first of a two-part series (Part 2 is below), this article explains the myriad elements of the new law.

This article explains the new Payday Super (PDS) law and the work that is needed to implement the reforms.

The problem is getting bigger

Not paying superannuation for employees is like not paying wages. Wage theft, which includes failing to pay superannuation, became a federal criminal offence on 1 January 2025. Non-payment of superannuation has been an issue for years, and the problem is getting bigger.

The Australian Taxation Office's (ATO) Superannuation Guarantee (SG) gap data shows that, in 2017–18, unpaid employee superannuation exceeded $3.6 billion. This shortfall has increased by over 70 per cent to $6.2 billion in 2022–23. While the ATO's gap data shows that 94 per cent of SG is being paid it still leaves one-in-four workers out of pocket for their retirement, according to the Super Members Council. Its August 2024 report, Fixing unpaid super: Making super fairer for workers and employers alike, suggests this can equate to up to $30,000 less in retirement.

Small business employers are most likely to have unpaid SG. According to the Australian National Audit Office's 2022 report, Addressing Superannuation Guarantee Non-Compliance, **92 per cent of the businesses audited by the ATO for unpaid SG had a turnover of less than $10 million.**

The PDS reforms start on 1 July 2026 and will require employers to pay their employees' superannuation at the same time as salary and wages, instead of quarterly. Small business employers are most likely to find the cash flow challenges associated with

PDS harder to navigate. With less than five months to go, the race is on to get systems and employers ready for the most substantial change to superannuation in more than 30 years.

New law

What is Payday Super?

From 1 July 2026, employers will need to make SG contributions on the same day employees are paid their salaries and wages, called 'qualifying earnings' (QE). The date that QEs are paid to the employee is called the 'QE day'.

Qualifying earnings

A person's QE include OTE, commissions, payments made under salary sacrifice arrangements, and other payments relevant to the expanded definition of employee in section 12 of the SGAA. This includes payments made under a contract that is wholly or principally for the labour of the person.

What isn't changing?

No changes have been made to:

- The OTE component of QE used to work out an SG amount, which remains 12 per cent of OTE.
- The exclusions from the SG framework.
- How salary sacrifice arrangements are recognised for SG purposes.
- Further clarify the 'employee versus contractor' distinction, which remains a bane for employers in navigating their obligations.

When an employer 'makes a contribution' is still taken to be when a fund receives the contribution. This is despite stakeholder efforts during consultation that pressed for the date of payment instead. Treating contributions as having been 'made' only when they are received by the fund means employers remain liable for the SG charge after the timing is no longer in their hands and delays are due to reasons or factors beyond their control. These can include processing or banking delays by intermediaries and incorrect data provided by employees that thwart the employer's efforts to make the contribution within the prescribed period.

What is changing?

The key changes and elements of PDS are explained below.

1. SG charge – the SG charge is equal to the SG shortfall (shortfall) for a QE day, which comprises the total of that QE day's individual final shortfalls, notional earnings components,

administrative uplift amounts and choice loadings.

2. Shortfall – the current 'total salaries and wages' base will no longer be used to work out the shortfall. Instead, the SG charge base has been sensibly aligned with the OTE base used to calculate SG amounts.

3. Notional earnings – the current 'nominal interest component' is being replaced with a new 'notional earnings component' (NEC). The NEC will begin to accrue when an employer has a shortfall for a QE day, and it compounds at the GIC daily rate (currently 10.61 per cent) until a late contribution reduces the shortfall to nil. This is an improvement on the current law, as it will be payable only for the period the late contribution is actually outstanding.

4. Administrative uplift – the current administration component of $20 per employee per quarter is being replaced with a new administrative uplift amount (AUA) for late or non-payment. While employers with a shortfall will be initially liable for an AUA equal to 60 per cent of the shortfall plus the NEC, the AUA can be reduced to nil. The method of reducing the AUA will be prescribed by regulation, so we don't yet have the details. Whether the Commissioner has previously raised an SG charge assessment or the employer has lodged a voluntary disclosure statement (see below) will be relevant factors in determining whether the AUA is reduced, and by how much.

5. Choice loading – the choice loading, which forms part of the SG shortfall, is an additional 25 per cent calculated on the value of the eligible contributions for any QE day where the employer has not complied with the choice of fund provisions.

6. General interest charge – the GIC will accrue on a daily compounding basis on any outstanding SG shortfall and NEC amounts, as well as on any outstanding AUA.

7. SG charge payment penalty – a new late payment penalty (LPP) (still in Part 7 of the SGAA) will apply to employers that fail to pay the SG charge within 28 days of being assessed. The penalty is equal to 25 per cent of the outstanding amount and increases to 50 per cent if the employer has previously been liable for the penalty in the previous two years. The penalty cannot be remitted and does not accrue GIC. This penalty is more proportionate and applies based on culpability.

8. Seven-day period – eligible SG contributions received by their employees' superannuation funds within seven business days after the QE day (the usual period) can reduce the shortfall for that QE day to nil. This replaces the current period of 28

days after the end of a quarter. A 'business day' means a day that is not a weekend or a public holiday for the whole of a State or Territory (this would exclude, for example, the Royal Queensland Show, the Royal Hobart Show and the Geelong Cup, which would still count as business days). The draft legislation proposed seven calendar days, but the usual period was changed to seven business days in response to consultation.

9. Longer period – a longer period of 20 business days (the extended usual period) applies to the first payment of QE for a new employee (including a returning employee) and the first contribution to a different superannuation fund. An extended period also applies where the employer and the QE day are covered by an 'exceptional circumstances determination'. This is intended to address natural disasters or widespread information and communications technology outages.

10. Ordering rule – SG contributions are applied for QE days in the order in which they are received by the fund. This means a payment intended for a QE day can be applied to an earlier QE day for which there is a shortfall, even if the employer is not aware of an earlier under- or non-payment. This could result in a shortfall for the current QE day.

11. Contributions made before the QE day – employers will still be able to make SG contributions in advance, but instead of up to 12 months before the start of the quarter as currently applies, the new rule will be up to 12 months before the QE day. This includes any amounts that exceed the SG amount for a QE day (overpayments); these can be carried forward for up to 12 months.

12. Voluntary disclosure – the current SG statement is being replaced with a voluntary disclosure statement (VDS). The VDS can be lodged in the approved form at any time before the Commissioner makes an assessment of the shortfall for a QE day. While 'voluntary', employers will be incentivised to make prompt disclosures to reduce the AUA. Stakeholder feedback has encouraged the ATO to scrap the archaic SG charge Excel spreadsheets in favour of a digitalised mechanism incorporated into ATO online services.

13. Deductibility – section 26-95 of the ITAA 1997 has been repealed. This means the new SG charge will be fully deductible for income tax purposes, irrespective of whether the contributions were made on time. However, the GIC and the LPP are non-deductible.

14. Fund allocation and SuperStream updates – the deadline for superannuation funds to allocate or return contributions that cannot be allocated to an employee's account is being reduced from 20 business days to three business days. The SuperStream data and payment standards will be revised to allow faster payments via the New Payments Platform and improve error messaging so employers and intermediaries can quickly address errors.

15. Removal of late payment election – the current election under section 23A of the SGAA, which allows an employer to offset a late payment against the SG charge for a particular quarter, will not be available under PDS. Instead, eligible contributions made late but before the SG charge is assessed will be automatically applied by the fund in the order they are received to reduce shortfalls.
16. Maximum contribution base – the current maximum contribution base (MCB) is a quarterly earnings amount above which an employer is not liable for the SG charge if they do not make SG contributions (currently $62,500 per quarter, or a yearly equivalent of $250,000). Under PDS, the MCB will instead be applied as an annual limit. Once an employee's QE exceed the MCB in a financial year, any subsequent QE by that employee in that financial year are disregarded in calculating any shortfall amount. The annual MCB will be the concessional contributions cap divided by 12 per cent (assuming the concessional contributions cap remains unchanged in 2026–27, the MCB would be $250,000).

17. Employer exemption certificates – currently, an employer shortfall exemption certificate allows a high-income earner with multiple employers to 'opt out' of receiving SG for a quarter from one or more of their other employers to avoid exceeding the concessional contributions cap. Employees can apply for these certificates only if they have two or more employers concurrently in the same quarter. To accommodate PDS, the certificates will also be available where an employee has more than one employer in the same financial year, but consecutively. This important modification means that employees who change employers during the year can apply for a certificate where the combined SG contributions made by their former and new employers are likely to exceed the concessional contributions cap. The employee is treated as having reached the annual MCB if a certificate is in force; this can be provided to the new employer.

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Payday Super part 2: not quite ‘all systems go’

The reforms are finally law, but now the work to implement payday super begins.

This article explains why the race is now on to get the necessary systems ready in time.

Now the work begins

The PDS reforms start on 1 July 2026. The reforms will require employers to pay their employees’ superannuation at the same time as salary and wages, instead of quarterly. Small business employers are most likely to find the cash flow challenges associated with PDS harder to navigate. With only four months to go, the race is on to get systems and employers ready for the most substantial change to superannuation in more than 30 years.

The legislative framework is finally in place. The focus now turns to the digital service providers (DSPs) who, understandably, have been waiting for the enacted law before proceeding and commercially investing time and money in the extensive work required to upgrade payroll and related systems in readiness for PDS.

Further:

Providing 18 months in lead time between the planned legislation of the changes in late 2024 and the start date of 1 July 2026 will also mitigate negative impacts on DSPs.

What’s still an issue?

A short runway to 1 July 2026

Concerns regarding the readiness of the system and employers from 1 July 2026 were frequently raised throughout consultation, particularly given that it was only a few months ago, the enabling legislation was introduced.

Even the ATO has acknowledged these concerns:

There is concern that employers will not have had sufficient time to deploy, test and embed changes within their payroll systems and business processes prior to Payday Super law commencing on 1 July 2026. This increases the risk that employers will be unable to fully meet the requirements to reliably have contributions processed and accepted by super funds in the Payday Super timeframes.

Practical approaches, including a minimum 12-month deferral or transitioning large employers to PDS before small business employers, were repeatedly recommended by the professional associations and other key stakeholders. Yet, the Government has remained firm on its announced start date of 1 July 2026.

The ATO will prioritise compliance resources in respect of employers in the high-risk (red) zone ahead of those in the medium-risk (amber) zone. The ATO will not have cause to apply compliance resources in respect of employers in the low-risk (green) zone.

- Green zone: the employer attempts to reduce their shortfall to nil by making sufficient on-time contributions, but some of or all the contributions were not received by the fund within the usual period, and the contributions are received by the fund and allocable for the employee's benefit as soon as reasonably practicable.
- Amber zone: the employer does not meet the criteria to be in the green zone but has no shortfalls by 28 days after the end of the quarter in which the QE were paid. This would apply to an employer that makes sufficient contributions but does not change the frequency of contributions in line with PDS.
- Red zone: the employer does not meet the requirements to be in the green or amber zone and has one or more shortfalls by 28 days after the end of the quarter in which the QE were paid.

National Employment Standards

The National Employment Standards (NES) make up the minimum entitlements for employees in Australia. Superannuation is an entitlement under the NES. Entitlements to superannuation under the NES align with the superannuation laws, so an employer who complies with the SGAA also meets their obligations under the NES.

A breach of the NES means that most employees covered by the NES can

take court action against their employer under Part 4-1 of the Fair Work Act 2009 (FWA) to recover unpaid superannuation, unless the ATO has already commenced proceedings in relation to that superannuation.

Whether the ATO investigates an employer that has not paid the minimum SG for their employees is completely independent from whether employees take legal action against their employer under the FWA for late or non-payment of superannuation.

Usual period

Eligible SG contributions received by employees’ funds and allocable to the employee’s account within seven business days after the QE day (the usual period) can reduce the shortfall for that QE day to nil. The usual period of just seven business days will be extremely challenging for employers.

Managing cash flow

Cash flow will be the single largest PDS issue for many small businesses to navigate. Moving from quarterly to as frequent as weekly payment obligations will likely place an enormous strain on cash flow.

Some employers are thinking of changing to less frequent payroll cycles. Transitioning to monthly payroll may improve cash flow, but employers must be aware that such a change may be prohibited by relevant awards, enterprise agreements or employment agreements. Some awards and agreements require employers to pay their employees weekly or fortnightly. A monthly cycle may not be permitted. Employers should seek independent advice before attempting to shorten the frequency of their payroll cycle to ensure they comply with relevant laws, awards and agreements.

Closing comments

With so many aspects to PDS, employers, tax professionals and bookkeepers must be across the new rules. While the DSPs are busy designing the new systems that will be needed, tax practitioners can start having the necessary conversations with their clients now. Employers can start to review their software, systems and processes to identify what is needed to be PDS-ready.

We have only a short runway to 1 July 2026.

Deceptive Conduct in Business Sales: Your Legal Rights

Buying or selling a business is a major commercial decision. Whether you are acquiring a café, professional practice or online business, you rely heavily on the information provided during negotiations. When that information is misleading or false, the law provides strong protections. This article outlines your rights in relation to deceptive conduct, which is essential to managing risk in a business sale.

What is Deceptive Conduct?

Deceptive conduct occurs when a party engages in behaviour that is misleading or likely to mislead another party. In Australia, deceptive conduct in business sales is primarily regulated by section 18 of the Australian Consumer Law (ACL), which prohibits misleading or deceptive conduct in trade or commerce.

Importantly, deceptive conduct does not require an intention to mislead. Even honest mistakes or careless statements can breach the law if they mislead the other party.

In the context of business sales, deceptive conduct can occur during:

- negotiations;
- due diligence;
- advertising or marketing of the business; or
- pre-contractual representations made verbally or in writing.

Common Examples in Business Sales

Deceptive conduct in business sales often arises from misrepresentations about the performance, assets or risks

of the business. Common examples include:

- overstating revenue, profits or growth prospects;
- providing inaccurate or incomplete financial statements;
- failing to disclose the loss of key clients or suppliers;
- misrepresenting the condition or ownership of business assets;
- misleading statements about licences, permits or regulatory compliance; and
- incorrect assurances about lease terms or landlord consent.

Who is Protected?

The ACL applies broadly to conduct 'in trade or commerce', meaning it captures most business sale transactions. Buyers of businesses are generally protected, even where both parties are commercial entities.

However, protection under the ACL does not extend to purely private sales or conduct unrelated to commercial dealings.

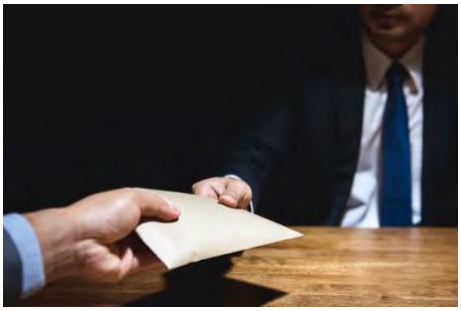
Representations vs. Contract Terms

A common misconception is that only what appears in the sale contract matters. In reality, pre-contractual representations are often central to deceptive conduct claims.

Statements made in emails, information memoranda, spreadsheets, pitch decks or conversations can all be relied upon. Even where a contract includes disclaimers or 'entire agreement' clauses, these will not automatically protect a seller from liability under the ACL.

Well-drafted contracts can reduce risk and influence how a court assesses reliance and loss.

Reliance and Loss



To bring a claim for deceptive conduct, a buyer generally needs to show that:

1. the seller engaged in misleading or deceptive conduct;
2. the buyer relied on that conduct; and
3. the buyer suffered a loss as a result.

Reliance does not need to be the sole reason for entering into the transaction. It is sufficient if the misleading conduct materially influenced the buyer's decision.

Loss can include:

- overpaying for the business;
- lost profits;
- costs of rectifying issues; or
- losses arising from undisclosed risks.

Remedies Available

The ACL provides a range of remedies for deceptive conduct, including:

- damages to compensate for loss suffered;
- rescission of the contract (in serious cases);
- injunctions to prevent ongoing misleading conduct; and
- orders to vary or void contract terms.

Courts have wide discretion when awarding remedies, particularly where fairness requires adjustment of contractual outcomes.

Defences and Risk Management for Sellers

Sellers are not without protection. Key risk-management strategies include:

- ensuring all information provided is accurate and up to date;
- avoiding predictions or forecasts without reasonable grounds;
- clearly qualifying statements where uncertainty exists;
- disclosing known risks and adverse matters; and
- maintaining clear records of what was disclosed.

While disclaimers do not override the ACL, they can help demonstrate that a buyer was aware of limitations or risks.

Practical Steps for Buyers

Buyers should take proactive steps to protect themselves, including:

- conducting thorough legal and financial due diligence;
- requesting warranties and indemnities in the sale contract;
- documenting key representations in writing; and
- seeking legal advice before signing binding agreements.

Early advice can help identify red flags and preserve rights if issues later arise.

Key Takeaways

Deceptive conduct in business sales can have significant financial and legal consequences for both buyers and sellers. Australian law provides strong protections, but enforcing those rights depends on the specific facts, documentation and conduct involved.

Whether you are buying or selling a business, understanding deceptive conduct obligations and obtaining legal advice early is essential to protecting your commercial interests.

6 ways to improve your business plan

All businesses need a business plan, not just new businesses.

A business plan sets out your objectives and strategies, with ways to achieve them. Your business plan documents how you will manage all the important aspects of your business, from products and services to operational plans and finances.

Effective business planning is essential for growth, adaptability, and long-term success. Things change with new technologies, employees, ways of working, and market impacts.

It's important to review and update your business plan as your business evolves. It won't be the same business 2, 5 or even 10 years from now.

Don't let business planning drop down your priority list. Here are 6 tips to write a business plan from scratch or to update your old one.

1. Review your plan regularly

A business plan is not a set-and-forget document. It needs to change as your business changes over time. If you're writing a business plan, set yourself a reminder to revisit it in 6 months.

If it's been a while since you've looked at your business plan, get it out and read it. Does it still reflect where your business is now and where you want it to be?

Are there external impacts on your business you need to consider? How can you adapt to respond to challenges and opportunities?

6 ways to improve your business plan

There's no right answer as to 'how often should I review my business plan'. It all depends on your business, industry and how busy you are. It's good practice to review and update it at least once a year or when there are any major impacts to your business.

Consider the flow-on effects of updating your business plan. If it changes, you'll probably need to update your marketing and social media plans to reflect your new goals to reach any targets you've set.

2. Make planning fun and collaborative

Business plans are more likely to succeed if you keep staff engaged and involved with your vision of success. It also means you don't have to write or update the entire business plan yourself.

Collaborative planning is a great way to check how the business is performing. You can uncover roadblocks, knowledge gaps, areas for improvement and what's working well in the business.

Don't be afraid to encourage creative thinking and involve all staff members across your business. It will make them feel appreciated and they may see opportunities that you don't.

You never know where the next great idea might come from. Whether that's a small improvement to processes, or a new product or service to expand your business offering.

3. Set achievable goals

Your vision of success is unique to you and your business. Goals can take time to achieve, and the end goal can feel like a mountain to climb.

Create smaller, actionable goals to build a sense of momentum and progress in your business. Ticking off these goals as you achieve them will set you up for success in achieving your immediate, medium and long-term vision.

You can set goals for any area of the business from sales to marketing and more. Similar to your overall business plan, there are many related plans that can help you structure your business.

Some examples include:

A marketing plan
Professional development plans
Risk register and treatment plans

4. Create an action plan

It doesn't matter how great your business plan is if you don't use it. Creating a 12-month action plan will help you focus on the things that matter most.

Break your large goals into smaller, achievable activities with timeframes. A great way to get started is to think about 3 things you'd like to work on or achieve over the next 12 months. For each one, list the most important actions to take.

Setting diary reminders is a great way to make sure your action plan remains on track.

5. Build in resilience and plan for uncertainty

A great business plan can't protect you from everything, but it will help you to respond with confidence. You need to consider your risks, take action to minimise them and prepare to adapt when challenges arise.

A resilient business can adapt more easily to disruptions. To build resilience in your business you can:

consider how different market forces will impact your business
define how you will respond in difficult times and document actions to take
identify potential new markets and diversify suppliers
update critical information, processes and policies such as insurance.
Staying operational and retaining your staff, assets and brand equity are all important to long-term success. If you're prepared for the worst, you'll be in a strong position to recover, re-launch or grow when the time is right.

A resilient business is a prepared business. You don't have to be in a bushfire or flood prone area to need disaster resilience strategies.

Damage to your business can be devastating and often happens without warning. Take the steps now to prepare your business, so you are ready to face challenging times if they arise.

Identify what your business can't afford to lose and plan for how to prevent loss if a disaster occurs with our Disaster resilience pages.

6. Get help from experts

You don't have to do it all and you can't know everything. Getting advice from specialists is an essential part of any business, no matter what stage you're at.

Having trusted advisers and experts on board can help test and confirm your ideas and set realistic goals. Getting advice from an expert who can look at your business objectively is an important way to understand how your business is performing and how it can develop.

You can get expert advice from an accountant, lawyer, financial adviser, banker, or business coach, depending on your business and goals. Your planning will improve with access to their focus and in-depth knowledge.

Engaging with a business coach or mentor is another great way to test plans, receive support, and brainstorm improvements. Learning from their experience and applying their insights will help you succeed.

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Heading overseas? Centrelink and the ATO might need to know

Different government payments have their own rules about whether, and for how long, they're paid while you're outside Australia.

Short trips for most families are usually fine, but longer absences can reduce, pause or stop certain payments. You must also keep meeting the usual eligibility tests (residency, income and assets) while you're away.

For instance:

- JobSeeker and Youth Allowance: These typically stop as soon as you leave Australia, unless you have an approved reason. Youth Allowance or Austudy may continue if the time overseas is an approved part of your Australian course.
- Age Pension: There may be changes to your payment rate after six weeks and after 26 weeks abroad.
- Disability Support Pension (DSP): You can receive DSP for up to 28 days in a 12-month period overseas. Extended stays may require special approval.
- Family Tax Benefit: Payments usually stop after six weeks overseas.

You should inform Services Australia of any travel plans to ensure correct review of information before any border movement data is shared with Services Australia (and trigger a surprise review). Also check payments status when you get home.

The tax side is simpler. A short holiday doesn't usually change your Australian tax residency, or payment processing. Longer absences may effect residency, reporting arrangements and student loan obligations, so best to discuss these before you leave.

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