

Will

John Citizen



Slater and Gordon Limited
ACN 097 297 400
485 La Trobe Street
MELBOURNE VIC 3000
Enquiries: 1 800 555 777
Fax: 03 9600 0290

Our ref: SGO_75306

Will

This is the last will and testament of:

JOHN CITIZEN of 485 La Trobe Street, Melbourne, Victoria.

1. Definitions

In this Will:

- (a) “**Jane**” means my wife Jane Citizen;
- (b) “**my children**” means:
 - (i) my son Jack Citizen; and
 - (ii) my daughter Jill Citizen;
- (c) “**child**” includes:
 - (i) an adopted child;
 - (ii) someone born as a result of an artificial conception procedure and who is regarded as a person’s child under section 60H of the *Family Law Act 1975*; and
 - (iii) a child who is born or adopted after the date of this Will;
- (d) “**children**” includes a child and vice versa;
- (e) references to a “**grandchild**” or “**grandchildren**” are to be interpreted in light of the definitions of “child” and “children” above;
- (f) “**my executor**” means the executor for the time being of this Will (or, if there is more than one, the executors for the time being of this Will acting jointly); and
- (g) “**beneficiary**” means a person to whom I make a gift in this Will.

2. Revocation of earlier Wills

I revoke all prior wills and other testamentary acts.

3. Appointment of executor

I appoint Jane to be the executor of my Will.

If Jane is unable or unwilling to act, I appoint my son Jack Citizen to be the executor of my Will.

4. Digital Assets Clause

- (a) For the purpose of this clause “digital assets” includes:

(X).....
John Citizen sign here

(X).....
Witness 1 sign here

(X).....
Witness 2 sign here

- (i) Digital devices: all forms of electronic device that currently exist or may exist in the future as technology develops that can receive, store, process or send digital information including but not limited to computers, smartphones, digital cameras and hard drive storage.
 - (ii) Digital resources: intangible personal property that is in the form of a digital file, or digital representation, which currently exists or may exist in the future as technology develops including but not limited to digital files, emails, audio, digital photographs, music, digital books, videos and blogs.
 - (iii) Digital accounts: assets that do not have a personal property component but instead are anything that is in the form of a digital file, digital account, or digital representation which currently exists or may exist in the future as technology develops and where access to it is regulated by contract. This includes but is not limited to email accounts, regulated digital music, digital photographs stored online, regulated digital videos, regulated digital books, software licences, computer codes, social network accounts, online memberships, file sharing accounts, financial accounts, domain registrations, web hosting accounts, tax preparation service accounts, domain registration accounts, online stores, affiliate programs, and other online programs such as frequent flyer and other bonus programs.
- (b) A record of my digital assets including access details may be kept with my Will or personal papers. Any record of passwords, logon identification, access codes and similar confidential information does not form part of my Will and must not be made public.
- (c) Subject to the terms and conditions of individual providers I authorise and direct my executor:
- (i) to access, control, modify, transfer, delete, close or otherwise deal with any digital assets in accordance with this clause;
 - (ii) to carry out any instructions I leave with my record of digital assets for dealing with them.
- (d) Where no instructions are left by me, or they are unable to be carried out, my executor will do all things reasonably necessary and possible to:
- (i) have all emails deleted from my email accounts;
 - (ii) subject to the terms and conditions of individual providers, have all, or any part of, my Digital resources and Digital Accounts which are published or stored on the internet closed.

5. Gift of specific goods

If he survives me, I give my tools to my brother Harry Citizen.

6. Gift of balance of estate

If Jane survives me, I give the balance of my estate to her.

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
--	---

If Jane does not survive me, I give the balance of my estate to such of my children as survive me and, if more than one, in equal shares.

However, if any of my children dies before his or her share of the gift above takes effect and he or she is survived by children of his or her own (ie my grandchildren), then his or her share of this gift is to go to his or her children equally.

7. Alternative gift of balance of estate

If Jane does not survive me and the gifts to my children and grandchildren in the preceding clause fail to take effect, the balance of my estate is to be divided into halves and each half dealt with as follows:

- (a) I give the first half to my mother Sally Citizen (however, if she dies before this gift takes effect leaving children who survive me, then this gift is to go to those children equally).

If this gift fails to takes effect, this half of the balance of my estate is to be given to the beneficiaries referred to in paragraph (b) and, if there is more than one, in the same proportions as the half of the balance of my estate referred to in that paragraph.

- (b) I give the second half to my sister-in-law Mary Smith.

If this gift fails to takes effect, this half of the balance of my estate is to be given to the beneficiaries referred to in paragraph (a) and, if there is more than one, in the same proportions as the half of the balance of my estate referred to in that paragraph.

8. Medical instructions

If my body is in a fit state, it is my wish that it be donated to a university, hospital or other institution and used for education, research or other medical or scientific purposes.

I give permission for all or any part of my body to be used for transplant or other therapeutic purposes.

9. Funeral instructions

Subject to the preceding clause (*Medical instructions*), I wish to be buried rather than cremated.

10. Survivorship period

For the purposes of this Will:

- (a) a beneficiary who dies within 30 days of the date of my death will be taken to have died before me; and
- (b) each gift to a beneficiary in this Will is contingent upon the beneficiary surviving me by at least 30 days and will not take effect until the beneficiary has survived me by that period.

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
--	---

11. Vesting age

Subject to clause 14 (*Power of executor to advance gifts*), a gift in this Will to a beneficiary who is less than 21 years old:

- (a) is contingent upon the beneficiary reaching the age of 21 years and will not take effect until the beneficiary reaches that age; and
- (b) until the beneficiary reaches that age shall be held by my executor on trust for, and not paid over or transferred to, the beneficiary.

If the beneficiary dies before reaching the age of 21 years:

- (c) for the purposes of this Will, the gift to the beneficiary will be taken to have failed to take effect at the time of the beneficiary’s death; and
- (d) the gift instead is to be given:
 - (i) provided the person is still alive, to the person specified in the gift as being entitled to it if the beneficiary dies or the gift to the beneficiary otherwise fails to take effect; or
 - (ii) if no such person is specified or if the person so specified is no longer alive, to the beneficiaries then entitled to the balance of my estate.

12. Capacity and power of executor

My executor:

- (a) has all the capacity and power in respect of my estate that a natural person would have if they were the absolute owner of my estate and acting in their personal capacity; and
- (b) may do anything my executor considers appropriate to administer my estate.

13. Examples of executor powers

Without limiting clause 12, my executor may:

- (a) exercise any powers given to executors by law;
- (b) sell, call in and convert into money the whole or any part of my estate;
- (c) pay, or arrange for the payment or assumption of, or reimburse anyone who has paid, my debts, taxes, funeral expenses, testamentary expenses or any other expenses associated with my death or the administration of my estate;
- (d) without being liable for any loss or tax incurred by my estate in doing so:
 - (i) postpone the sale and conversion of any part of my estate;
 - (ii) retain any part of my estate in its form of investment at my death even though it is wasting, hazardous or reversionary;

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
--	---

- (iii) invest my estate in any form of real or personal property, without being limited to those investments authorised by law or deemed by law to be prudent or appropriate for trustees; and
- (iv) vary or realise an investment at any time;
- (e) grant options or other rights over any part of my estate;
- (f) maintain, repair, improve, develop, alter, renovate, demolish or re-build any part of my estate;
- (g) appropriate or partition any asset of my estate not specifically gifted under this Will in full or partial satisfaction of a beneficiary's entitlement under this Will, assigning such value to that asset as my executor may determine;
- (h) borrow money or obtain any other form of financial accommodation from any person (including a beneficiary);
- (i) lend money or provide any other form of financial accommodation to any person (including a beneficiary), with or without interest and with or without security;
- (j) guarantee, indemnify, become surety for, or grant security of any nature over the assets of my estate for, the due performance of any obligation by any person (including a beneficiary);
- (k) acquire or lease assets for the occupation, use or enjoyment by a beneficiary (whether alone or with another person);
- (l) lease any part of my estate for any periods and upon any terms (including provisions for renewal);
- (m) accept surrenders of leases or tenancies of any part of my estate;
- (n) deal with and exercise any rights in relation to any securities in any body corporate which form part of my estate to the same extent I could have if I were alive, including:
 - (i) taking up new or further securities in the body corporate;
 - (ii) exercising or renouncing any rights issued by the body corporate; and
 - (iii) agreeing to any amalgamation or reconstruction of the body corporate;
- (o) deal with any business in which I am engaged or interested at my death to the same extent I could have if I were alive, including:
 - (i) carrying on or discontinuing the business;
 - (ii) increasing or reducing the capital applied to the business; and
 - (iii) acting in relation to the business as if my executor were the absolute owner,and any loss or liability incurred by my executor in doing so must be reimbursed to my executor from my estate;

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p>
	<p>(X)..... Witness 2 sign here</p>

- (p) purchase an asset from my estate, provided they do so in good faith and on arm's length terms;
- (q) take out, take assignments of, assign or surrender any insurance policies:
 - (i) covering any risk affecting my estate or
 - (ii) on the life or endowment of any beneficiary, regardless of whether their entitlement is vested or contingent;
- (r) determine whether receipts or outgoings or gains or losses are income or capital or partly income and partly capital and the time or period to which they relate;
- (s) separately record, identify, pay, allocate, apply or accumulate any income, right, credit, rebate or capital and to do so by reference to any categories, source, class or other means of identification;
- (t) obtain and act upon advice from:
 - (i) a professional investment adviser about the investment of my estate; or
 - (ii) a solicitor, barrister, accountant, auditor, actuary, valuer, stockbroker, surveyor or other professional adviser on any matter concerning my estate within their area of expertise,

and pay out of my estate the costs of that advice (the fact that my executor has obtained professional advice under this clause does not require them to follow that advice);

- (u) to the extent permitted by law:
 - (i) delegate in writing the exercise of any of my executor's powers or discretions; and
 - (ii) appoint an attorney to execute any document or do any other act relating to my estate on any terms (including provisions for the protection and convenience of the attorney or persons dealing with the attorney) as my executor thinks fit;
- (v) assert, enforce, negotiate, compromise, release, surrender, assign, resist, defend, negotiate, mediate, compromise or settle any claim concerning my estate;
- (w) prepare, sign, file and deliver all accounts, reports, returns or other documents required in relation to my estate;
- (x) pay, compromise or contest any taxes, duties or other assessments in respect of my estate; and
- (y) certify the ownership of, or the terms of any trust relating to, any asset that is or has been part of my estate (and any such certificate given by my executor will, in the absence of manifest error, be conclusive evidence of such ownership or trust as against any person claiming to be entitled to the asset under my Will).

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
---	---

My executor may do, or decline to do, each of these things in their discretion without consulting with, or seeking the consent of, any beneficiary. Any action taken by my executor under these powers will be binding on all persons interested in my estate.

14. Power of executor to advance gifts

My executor may:

- (a) apply for the maintenance, education, advancement or benefit of a beneficiary the whole or any part of my estate to which that beneficiary is or may in future be entitled (including any gift that is contingent upon the beneficiary surviving me by a certain period or reaching a certain age);
- (b) pay money or transfer other property to a minor beneficiary’s parent, guardian or care giver for these purposes without being required to supervise its application; and
- (c) accept the receipt of a minor beneficiary’s parent, guardian or care giver as an absolute discharge in respect of that payment or transfer.

15. Powers of executor not affected by personal interests

My executor may exercise or concur in exercising all of the powers and discretions they have under this Will or at law even if they have a personal interest in the mode or result of, or may benefit from, the exercise of the power or discretion.

In particular, my executor may be or become a director of any body corporate in which my estate holds an interest and is not liable to account for the remuneration or other benefits received in relation to the directorship.

16. Payment of executor

If my executor is a public trustee, trustee company, accountant, solicitor or other person engaged in a profession, they are entitled to charge and be paid all usual professional charges for work they do in relation to my estate as if they were engaged by my executor to act for my estate rather than being my executor. This applies even to work which does not require a professional qualification or expertise.

Any remuneration payable to my executor may be paid out of the income or capital of my estate.

17. Governing law

This Will is governed by, and to be construed in accordance with, the law applicable in Victoria (it being the place of my domicile at the time of signing this Will).

18. Interpretation

In this Will:

- (a) a reference to an executor includes an administrator of my estate and a trustee of any trust arising under this Will;

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
--	---

- (b) a reference to an executor being unable to act includes their being unable to act at any time (whether before or during office) because of death, bankruptcy or loss of legal capacity and a reference to an executor being unwilling to act includes their refusing to accept or renouncing their appointment as my executor;
- (c) a reference to my estate or the balance of my estate in any gift is to be read as meaning so much of my estate as remains after the payment of my debts, taxes, funeral expenses, testamentary expenses and any other expenses associated with my death or the administration of my estate;
- (d) a reference to a gift to a beneficiary failing to take effect includes that beneficiary dying before the gift takes effect or, in the case of a contemplated beneficiary who has not yet been born (such as a future child or grandchild), that beneficiary not being born;
- (e) a reference to a beneficiary dying before a gift takes effect includes:
 - (i) the beneficiary not surviving me by at least 30 days;
 - (ii) the beneficiary dying before reaching the age of 21 years; or
 - (iii) in the case of a gift to a beneficiary ("A") that is to be made if the gift to another beneficiary ("B") fails to take effect, A dying before B;
- (f) for the avoidance of doubt, where this Will provides for a gift to a beneficiary to be given to the beneficiary's children or other persons if the beneficiary dies before the gift takes effect and part of that gift has already been advanced to or for the benefit of the beneficiary under clause 14 (*Power of executor to advance gifts*), only the remainder of the gift is to be given to the children or those other persons (as the case may be);
- (g) subject to the next paragraph, where a beneficiary is given property under this Will, they are also to be given:
 - (i) any document of title to the property;
 - (ii) any contract, invoice or other record evidencing the acquisition of the property;
 - (iii) any record evidencing the cost base or the written down value of the property for tax purposes; and
 - (iv) any written valuation of the property,
 that is in my possession or control at the date of my death;
- (h) where a document referred to in the preceding paragraph:
 - (i) is required by my executor for tax, insurance or other purposes; or
 - (ii) relates to 2 or more items of property that are given to different beneficiaries,
 my executor may give a copy of that document to the relevant beneficiary, rather than the original;

<p>(X)..... John Citizen sign here</p>	<p>(X)..... Witness 1 sign here</p> <p>(X)..... Witness 2 sign here</p>
--	---

- (i) a reference to a marital, domestic or family relationship includes a relationship that comes into existence after the date of this Will;
- (j) singular words are to be read as including the plural and vice versa;
- (k) words referring to a particular gender are to be read as including all other genders; and
- (l) headings are for ease of reference only and do not affect the meaning of this Will.

Dated: (X).....[please date and sign below where marked **(X)**]

Signed:

(X).....
John Citizen sign here*

Attestation by witnesses:

We saw John Citizen sign this Will and now sign as witnesses in his presence and in the presence of each other:

Witness 1

Witness 2

(X).....
Sign here*

(X).....
Sign here*

(X).....
Print name here

(X).....
Print name here

(X).....
.....
.....
Print address here

(X).....
.....
.....
Print address here

* Please sign using a black or blue pen (you and your witnesses should all use the same pen) and with your normal signature.