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BARRISTERS & SOLICITORS

National Law Firm

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legalconsolidated.com.au

Your Reference: Couples Estate Planning Bundle
Our Reference: 9601511183834 / admin
Telephone: 1800 141 612

Start building for free

Build the Couples Estate Planning Bundle here

15 November 20

Edward James Whitcombe
483 George Street
Sydney NSW 2000
Australia

Clara Louise Whitcombe
90 Swanston Street
Melbourne VIC 3000
Australia

Dear Edward and Clara,

3-Generation Testamentary Trust Mirror Wills for Edward James Whitcombe and Clara Louise Whitcombe

Attached are your 3-Generation Testamentary Trust Mirror Wills.

Read through the Wills carefully to ensure that spelling and dates are correct. You are responsible for the correctness of names, addresses and dates.

How to print your document
When you are satisfied that both Wills reflect your wishes:

1. Download the PDF (Do not print directly from the browser)
2. Print the PDF Printer settings: A4 paper
   100% scale (turn off 'fit to page')
3. Print single sided (NOT duplex)

When you are happy that your Wills express your exact wishes, then this is how you sign your Wills.

Signing your Will

1. Find two people over 18 years of age, of sound mind with (preferable) Australian addresses. The witnesses:

   a) cannot be related to you or have any chance of being related to you.
   b) cannot be a person who may get something out of the Will. Beneficiaries and executors must not witness the Will.

The best witnesses are "strangers" or the "next door neighbour". Witnesses can be a married couple.

2. All beneficiaries and potential
3. Get your two witnesses and y
   pens.
4. Lock all the doors so that non
   witnesses leave the room dur
   print out another copy of the V
5. You sign your Will on each ar
   (WITH THE SAME BLUE PEN
   different coloured pens (e.g. a
   new Wills. Start the process a
6. With the same blue pen hand
7. Need reading glasses? Then
8. Have issues reading English?
   Similarly contact us if you are blind or visually impaired.
9. **DOUBLE CHECK THAT YOU HAVE DATED BOTH WILLS ON THE LAST PAGE.**

Free help with signing your Wills

Not sure who should witness your Wills? Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Update your Wills for free as often as you need. After you die, your executors can telephone us for free help administering your estate.

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Executors

Keep your Executors up-to-date as to where your signed Wills are stored. Upon your death, the Executors need to get the original signed Will and carry out your wishes and instructions in your Will.

We are not providing you with any legal advice, taxation, superannuation or property advice. We also do not know your individual circumstances. Therefore, the information below is of a general nature only:

If you have Superannuation when you die

Super at your death may suffer an im
this tax on your super. However, we
your Will. This potentially reduces

But the Superannuation Testamentar
at death paid, instead, to your "Legal

Therefore, instead of paying the supe
superannuation to go into your Will.

Spouses and your children under 18
Nevertheless, it is still better to have

Does your superannuation automatically go into your Will?

No. Your super fund decides where to pay your super when you die.

Want your Will to deal with your super? Ask your fund how to direct the payment to the executor of your estate.

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Why is there 32% death du

A 'death benefits dependant' is defined in the *Income Tax Assessment Act 1997*. It is calculated at the moment of your death. A 'death benefit dependant' includes:

1. a spouse or former spouse (includes de facto and same sex)
2. your children (but only if under 18 years of age)
3. any other person with whom you had an interdependency relationship just before you died (potentially, such as two sisters living together)

4. any other person who was your 'dependant' just before you died – such as people you maintain with 'substantial' financial support

If you have no 'death benefit dependants' at death you may lose up to 32% of your superannuation to the tax office.

The fourth category - people you maintain - gives you scope to create dependants. You can then escape this non-dependency tax.

For example, if you have no spouse and your children are over 18 years of age then you may not have any dependants when you die. If this is the case then you are at liberty to "create" dependants, such as grandchildren. We are happy to work with your advisers on how to do and document this.

Speak with your super fund about how to get your super into your Will

As you have a Superannuation Test
superannuation to go into your Will.

Your super fund has different ways to
'Binding Death Benefit Nomination' fo
personal representative – 100%'.

However, each super fund has its ow

Speak to your super fund

Every super fund has its own rules.

Ask your fund which form to use to direct your super to your estate.

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Reversionary Pensions

Your superannuation fund or financial planner may suggest that you have a Reversionary Pension. Please make sure that this is consistent with the terms of your Will.

If you have Life Insurance when you die

There are a number of insurances av
Life Insurance, Trauma and Total an
much wealth is left? While your 3-G
reduce the defacto death duties, is th

Your adviser calculates this figure for
insurances.

You can structure (non-business) ins
of payout is based on "cross-owners
their partner gets the insurance direc
percentages you like (totalling 100%).
beneficiaries and not via any of their 3-Generation Testamentary Trusts in their Wills.

Life insurance in super

The tax on life insurance is 32% or 30% when the superannuation goes to a non-dependant.

The Superannuation Testamentary Trust in your Wills seeks to reduce that death tax down to zero.

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Alternatively, the insurance can be payable to the estate. In this case when you die the insurance proceeds go into your Will.

Your Will is drafted so that from a tax perspective, the best place for any life insurance is in your Will and, therefore, into your 3-Generation Testamentary Trust. From a tax point of view, a payout to the Estate is better than a payout directly to a beneficiary.

Next time you talk to your adviser you may want to discuss which method of owning the insurance is best for you. Also, your position may change if someone is likely to challenge your Will.

How do you purchase and hold Real Estate?

Back before 1981, Death and Probate Duties existed. At that time, it was popular for couples to hold assets as Joint Tenants. This meant that when one person died the survivor got the real estate irrespective of what the Will said. The Joint Tenancy property didn't go into the Will and therefore Probate Duties were avoided on that real estate.

Death and Probate Duties were abolished by 1981. In 1985, the Treasurer Paul Keating introduced Capital Gains Tax (CGT). CGT works very differently to Death and Probate Duties. For example, the CGT regime does not recognise Joint Tenancy. For the payment of CGT, it treats all property as though it was Tenants in Common. If you own property as Tenants in Common (instead of as Joint Tenants) then when you die your interest in the Real Estate doesn't go to the survivor. It goes into your Estate. This has additional benefits particularly as your Will has been drafted with tax effective 3-Generation Testamentary Trusts.

From a tax point of view (only) holdin
dangerous. It is best to hold all invest

I suggest that you speak with your
estate from Joint Tenants to Tenants
properties (these are properties that
Tenants in Common.

If you decide to purchase any real es
me or the law firm, to discuss whethe
Common or Joint Tenants. I would be
should you wish me to do so.

Do you own assets with someone else?

You may own real estate, shares or bank accounts as joint tenants or as tenants in common.

Unsure what your Certificate of Title says? Email it to lawyer@legalconsolidated.com.au. We check it for free.

Your Wills and powers of attorney come with free advice and free updates.

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Joint Tenancy Bank Accou

Let us continue the discussion of Joi
quite useful if someone is going to ch
Tenants then, generally, when you di
survivors). Joint Tenancy assets do not generally pass through the estate – and therefore cannot be challenged through the Will. I have not given you advice or checked to see if any particular asset is owned as Joint Tenants.

Own assets in a foreign country?

Your Legal Consolidated Will is valid in most countries. This because it is drafted compliance with the *1961 Hague Convention*. However, do not rely on this rule if you own real-estate out of Australia. Make separate Wills for each country in which you have real-estate if your overseas lawyer so directs.

What if I have a Family Trust when I die?

Certain assets do not go to beneficiaries via your Will. One example of this is joint tenancy assets which we discussed above.

There may be a good reason for wanting assets not to go into your Will. Your Will can be challenged and completely re-written by a Court. A Court has the power to replace your Executor.

Another example of assets that do not go into your Will when you die are Family Trust assets. Asset in your Family Trust are not passed on via your Will.

The Family Trust succession Rule:
A Family Trust and a Will are separate. They are not related. A Family Trust should not try and deal with assets in a Will. Similarly, a Will should not mention or try and deal with Family Trust assets.

Succession planning for a Family Trust is done by changing the Appointor named in the Family Trust deed. This happens when you, as the current Appointor, die.

There are two ways to pass on the A

1. the Family Trust deed states
   Appointor when you die. (Th
   fashioned. It is not correct. It
2. The better other way is to pre
   clearly names your Backup A
   And it is not too late to prepar

For example: You state that your Ex
then make your daughter the Execute
is in the Family Trust. You die. Your two sons challenge the Will. They get to be sole Executors named in your Will. Your sons now get to be the Backup Appointors in your Family Trust. They take everything in the Family Trust for themselves.

Who takes over your family trust?

Find your trust deed.

Check who holds the appointment powers. Ask your adviser how those powers pass when you die.

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Quarantine your Family Trust from the *Family Provision Acts*. We suggest that Family Trust deeds be reviewed so that the Family Trust is controlled by the persons you want.

Update your Backup Appointor/Guardian/Principal in your Family Trust via a Deed of Variation. Do not use your Will to appoint your replacement Appointor.

Corporate Trustees of a Family Trust

Family Trusts that carry risky assets – like running a business – often have a company as a trustee of the Family Trust. This is called a 'corporate trustee'. If your Residuary Beneficiaries in your Will are also the Backup Appointors in your Family Trust then you do not need to worry about who controls the shares in the corporate trustee.

But if only, say one of your Residuary Beneficiaries is the Backup Appointor then make sure that this lucky person also specifically gets the shares in the corporate trustee. You do this by putting a Specific Gift of the shares in your Will.

Unpaid Present Entitlements from your Family Trust do form part of your estate

I have stated that the general rule is that Family Trust assets are not part of your estate. One exception to this rule is "unpaid present entitlements" (sometimes incorrectly called

'loan accounts'). This is when the Family Trust distributes to you, as a beneficiary, but does not actually pay you the money. This is common.

You then have an "unpaid but presently owing entitlement".

You often see these 'UPEs' in the Family Trust's financials. Such 'UPEs' belong to your estate, or worse, creditors and people that challenge your Will, when you die.

Talk to your accountant about how to get rid of UPEs.

Can someone challenge your Will?

Yes, your Will can be challenged. The
dependants may be able to say that
They argue 'sure the Will may be val

Secondly, they may argue your Will
testamentary capacity? Senility, suffe
your reading glasses? Can you unde
unfairly influencing or pressuring you
medical letter from your Doctors. Afte
question. The people whose evidenc
your witnesses to the Will.

You are able to validly sign a Will if y

1. understand the nature of the a
signing a Will that gives away what you own);
2. understand the extent of the property of which you are disposing of (you know what assets you own);
3. are able to comprehend and appreciate the claims [i.e. the moral claims] to which you ought to give effect (e.g. while you don't have to, many people leave everything to their spouse, in the first instance, and then everything to the children equally); and
4. suffered no disorder of the mind which poisons your affections, perverts your sense of right, or prevents the exercise of your natural faculties - that no insane delusion influences your Will in disposing of your property and bring about a disposal of it which, if the mind had been sound, would not have been made (e.g. you didn't have a 'loved one' putting pressure on you to leave everything to them 'otherwise they will put you out on the street').

If any one of these aspects of capacity is defective the Will may be wholly void.

For example, if you have cut a child out of the Will, then expect your Will to be challenged. Did the other children put pressure on you? Did they seek to poison your mind? Did they threaten you? Having a Will challenged is a bit like a divorce – messy and expensive.

A proven method of reducing the chances of success in someone challenging your Will is to put a "Considered Person" clause in your Will.

Get a Doctor's note to say you are of sound mind

Under all circumstances, get a doctor's note to say you are of sound mind. Keep that note with your original Wills.

Think someone may challenge your Will?

Identify that person during the free building process.

At Lock and Build, telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers about your answers.

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"I have today examined Edward James Whitcombe. I believe that this person can understand the nature of a Will. I believe that this person is mentally competent to make a Will."

A second note stating:

"I have today examined Clara Louise Whitcombe. I believe that this person can understand the nature of a Will. I believe that this person is mentally competent to make a Will."

I repeat, there is no special wording. Each doctor will write their own note in their own way.

What happens if a beneficiary changes their address?

You, your beneficiaries and executors move from time to time. That is fine. You do not need to update your Will if anyone moves to a new home.

What if a beneficiary divorces? Divorce Protection Trusts

The trusts available in your Wills incl

1. 3-Generation Testamentary T
(stamp duty) and income ta
2. Superannuation Testamentar
Medicare) tax on your Supera
such as children
3. Protective and Maintenance T
grandchildren or a beneficiary
4. Bankruptcy Trusts – in case a
5. Divorce Protection Trusts – if

What if your child divorces?

Your Will includes a Divorce Protection Trust. During separation or divorce, the trustee can delay or withhold payments of capital and income to your child.

The inheritance can stay in the trust instead of passing into your child's hands during the dispute.

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The Divorce Protection Trust seeks t
beneficiary who is suffering divorce c
the opportunity for the Family Court to get its hands on your money.

The *Family Law Act* gives the Family Court power over third parties. This is evidenced by the Federal Court case in the West Point collapse.

However, in a divorce the Family Court looks at how the assets came to be in a trust. It considers who gave the money to the trust in the first place.

If assets come from one of the separating couple during the relationship and are then put into a trust, the assets are considered part of the marriage. The Court is free to order that the assets in the trust be transferred to your in-law.

However, this may not apply where the money comes via a Will. Instead of your divorcing child putting money into a trust, it is you who is putting the money into the trust (via a Divorce Protection Trust). It is arguably different where the married person's parents gift their assets into a Divorce Protection Trust.

The Divorce Protection Trust sits dormant in the Will until needed. The Divorce Protection Trust activates for the benefit of the married person and that person's children and grandchildren. (This is your divorcing child, then their children and their grandchildren). The assets in the Divorce Protection Trust is provided by the parents (being you), not the

married person (e.g. your child). The parents' assets are more likely to be protected from the Family Court.

Your descendants (children, grandchildren and great grandchildren) are beneficiaries of the Divorce Protection Trust, but not owners of the assets.

If any of the descendants controlled the trust through being the sole trustee or appointor (the person having the power to appoint and remove the trustee), then that person may be considered to have an ownership interest in the assets. This is, in the eyes of the Family Court.

In these circumstances, a court may decide that it has power to make an order affecting assets held by the trust. For example, an order that trust assets be transferred to a former spouse of the controller or to a trustee in bankruptcy.

However, the Divorce Protection Trust removes that person's power to control the trust while separating. This removes control.

The Divorce Protection Trust benefits the current and succeeding generations. This helps protect the assets from the Family Court.

Special Disability Trusts

If a beneficiary can benefit from a Sp
empowered to set them up under you

We have drafted the Special Disab
because Special Disability Trust dee
There are also ongoing changes in th
these changes are accommodated.

Planning for a vulnerable beneficiary

Does a beneficiary have a disability or receive Centrelink benefits? Work through the questions on Special Disability Trusts.

Discuss the answers with your lawyer and adviser.

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How do I bind or staple a W

A Will is a stand-alone document. It i
covering letter.

You can either bind or staple the Will.
Will. (This is just in case you make a mistake in the binding or stapling.)

While stapling the Will is common and acceptable, it is important to never remove the staple. (For example, you cannot undo the staple to copy the Will.) If you remove the staple, you get left with a staple hole. A staple hole suggests that you had another document with the Wills, such as a codicil or some other information. Staple holes cause problems.

Similarly, binding the Will is also common and acceptable. However, it is important to never remove the binding. This leaves holes in the document. Such holes suggest that other documents were attached to your Will.

Can I print the documents in duplex (back-to-back)?

Print your Wills single sided.

Funeral Arrangements

Your Will only does one thing. It gives away your assets.

A Will is not designed to deal with body disposal. If you want to be buried, cremated or follow certain religious rites then that is a discussion to have with your family and loved ones.

Also, your body is disposed of, generally, well before anyone looks at your Will.

And in any event, directions in your Will as to your human remains are not binding on your Executor and loved ones.

It is inappropriate to put burial arrangements in a Will. We, therefore, have not done so in your Will.

A related issue is the Organ Donor Register. Again, your Will does not, and should not, document these issues.

"Wish List"

You may have tools in the shed, jewelry, photographs and a Lladro collection. You may have a desire for certain people to get certain items. But it is best not to include Specific Gifts in a Will. It adds complexity. Also items worth over $500 may be subject to Capital Gains Tax.

If you wish to give the Executors and loved ones some direction do a "Wish List".

A "Wish List" has no specific form. Rather, it is just a letter you keep with the Will. Do not sign the Wish List. Merely print or type your name at the end of the letter.

The beginning of the "Wish List" should state: "This is merely a Wish List and there is no legal compulsion for the Executors to follow any of the following. My wishes are ....."

If you have young children you can also put in the Wish List your views on how they should be brought up and their religion.

Can my spouse change their Will after I die?

Yes, they can change their Will. There is no legally binding obligation to honour the intent of these Wills. If you wish to add a binding obligation, then telephone us about building a separate document called a Contractual Will Agreement.

Protecting your signed Will

An original signed Will is valuable. Ke
where it is stored. (You may wish to

You can store your signed Will at hor

Free storage and monitorin

Alternatively, you can store your sign
storage. There is no cost to you. Ema
you know how to proceed with storing

Tell your executors where to look

Keep your original signed Wills safe.

Tell your executors where to find them. Ask us about free storage and death notice monitoring.

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Legal Consolidated does not provide this storage service. It is provided by another law firm that specialises in storing and monitoring Wills. The other law firm, not Legal Consolidated, is responsible for this service.

Telephone us for help in signing your Will

If you need any help with the signing or any more legal advice, please telephone me or any of my lawyers.

Conclusion

This now concludes the matter. Than

Yours sincerely,

Legal Consolidated

Legal Consolidated Barristers & Solic

Your lawyers are a telephone call away

At Lock and Build, telephone Legal Consolidated on 1800 141 612.

Speak to one of our lawyers about your answers.

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T: 1800 141 612

legalconsolidated.com.au

The last Will and 3 Generatio
Trusts and Superannuation

Edward James Whitcombe

Containing:

- 3-Generation Testamentary Trusts
- Superannuation Testamentary Trusts
- Bankruptcy Protection Trusts
- Protective Maintenance Trusts and S
- Divorce Protection Trusts
- Foreign Protected Trust
- Severability Rights Protection

Your two Mirror Wills

Leave everything to each other first. Decide who inherits after both of you die.

The free building process guides you through those choices.

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This Will is made by me, Edward James Whitcombe of 483 George Street, Sydney NSW 2000, Australia. My date of birth is 14 June 1974.

1. Revoking Previous Wills

This is my last Will and Testament and accordingly, I revoke previous Wills of any description including testamentary trusts and testamentary dispositions (including Wills requiring revocation in writing).

2. Appointment of Executor

If Clara Louise Whitcombe, survives me by 28 days, I appoint Clara Louise Whitcombe as my Executor. If Clara Louise Whitcombe is unwilling to act as my Executor, then I

- Martin Bramwell of 180 Lond

as my Executor.

Free help for your executors

Your executors carry out your Will. They may never have done it before.

After you die, they can telephone Legal Consolidated on 1800 141 612 for free help administering your estate.

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3. Definitions and Inter

In this Will, except where the context c

"**Age of Majority**" 18 years of age

"**Appointor**" (provided that the Appoin Capacity) the first appointor or appointors are the Primary Beneficiaries. While the Appointor Lacks Capacity the Executor is the Appointor and the Executor holds that position in trust for that Primary Beneficiary until that Primary Beneficiary no longer Lacks Capacity. The Appointor may then for their specific trust, appoint a new Appointor by Will, deed or notice in writing to the current Trustee of that specific trust. If the Appointor dies without appointing a new Appointor, the legal personal representative of the Appointor is the new Appointor. The Appointor can remove or replace the Trustee of any of the Appointor's trusts for whatever reason at any time

"**Categories**" a category, character, type, class, part, item or source, including (but not limited to) the categories: net capital gains, net capital losses; gross capital gains, gross capital losses, gains, profits or any losses of capital or of a capital nature treated as assessable income or allowable deductions under the Tax Act for any part of the Trust Fund for any Financial Year; gains and profits or any losses of capital or of a capital nature that are not treated as assessable income or allowable deductions for taxation purposes for the Trust Income for any Financial Year; any income, receipts, gains or profits or any losses, disbursements or outgoings of income or on income account that are or are treated as assessable income or allowable deductions for taxation purposes in relation to any part of the Trust Fund for any Financial Year; any income, receipts, gains or profits or any losses, disbursements or outgoings of income or on income account whether treated as assessable income or allowable deductions for taxation purposes for any Financial Year; any income, receipts, gains or profits that are exempt or otherwise not liable to tax under the Tax Act or any other act or regulation; Franked Dividends; Unfranked Dividends; any foreign income, foreign income tax credit, other tax credit, interest; any royalties, minors and others with proceeds from deceased estates, superannuation funds and life insurance and additional categories set out in any minutes

plus, categories mentioned in any Australian Taxation Office publication, from time to time; and any combination or part of the above

"**Dependant**" a person who falls within the category of "death benefit dependants" as referred to in subdivision 302-D of the *Income Tax Assessment Act 1997*

"**Divorce Proceedings**" includes any period where a person is, or is likely to be, no longer residing with their spouse or partner in a marriage, de facto relationship or any other relationship including under the *Family Law Act 1975* or *Family Court Act 1997* or any such similar legislation; or during any time that a financial dispute is threatened, or actual, after the breakdown of a marriage (including under 79(4) and 75(2)) or a de facto relationship (including under 90SM(4) and 90SF(3) under the *Family Law Act 1975* or *Family Court Act 1997* (or similar legislation)

"**Executor**" the executor and executors named in my Will and from time to time appointed

"**Financial Year**" 1 July to the following 30 June, except that the first Financial Year of a trust is the period from the date that trust starts to the following 30 June and the final Financial Year is the period from 1 July to the date that trust terminates, or another lawful accounting period determined by the Trustee

"**General Beneficiaries**" means:

- ⇒ the deceased and the grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces of the Primary Beneficiary and of Edward James Whitcombe and the grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces of each of those grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces
- ⇒ the trustee of any trust:
  - ➢ the final vesting date of which is no later than the Vesting Day; and
  - ➢ under which any of the General Beneficiaries of this Will also has a vested or contingent interest; and
  - ➢ which has been nominated by the Trustee to be a general beneficiary
- ⇒ any company:
  - ➢ of which a ger
    otherwise), direct
  - ➢ which has been
- ⇒ any other person nominated b
  by oral statement, at any time
- ⇒ all registered charities (whethe
- ⇒ all Dependants

"**Governing Jurisdiction**" as decided
governing jurisdiction is the jurisdictio
as at the date of death

"**Primary Beneficiary**" the person or
Will from time to time

"**Tax Act**" the *Income Tax Assessment Act 1936* and *1997* as appropriate

Your trusts may outlast today's laws

You do not know when you die. You do not know what you own when you die. You do not know what laws apply then.

Your trusts may last for generations. The trustee can decide the governing jurisdiction from time to time. That gives the trustee room to respond if the law changes in a way that affects your family's inheritance.

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"Testamentary Trust " means any trust established under or pursuant to this Will, and includes (but is not limited to) a discretionary trust, fixed trust, hybrid trust, unit trust, bare trust, or any other trust structure, as determined and established by the Executor, Appointor, or Primary Beneficiary in their absolute discretion

"**Trust Fund**" the residue of my estate both real and personal, any income or capital accretions arising from time to time from such residue, any capital and income added from time to time and all property from time to time contained in the above sub-clauses

"**Trust Income**" unless the Trustee otherwise determines from time to time, the net income of any part of the Trust Fund is as defined in section 95(1) *Income Tax Assessment Act 1936* (Cth)

"**Trust Property**" any property comprised in the Trust Fund

"**Trustee**" is the trustee, from time to time, of each trust, testamentary trust and Trust Fund as appointed by the Appointor (and until such appointment the Primary Beneficiary is the Trustee unless the Primary Beneficiary Lacks Capacity in which case the Executor holds the position of Trustee on trust). If the Appointor Lacks Capacity then (unless the Appointor has already nominated a person before the Appointor started to Lack Capacity) the Trustee is as appointed by the Executor, unless the Will otherwise directs

Vesting Day means the earliest of:

⇒ a date determined as follows
Jurisdiction abolishes the rul
to continue indefinitely, the V
is unlimited; and (ii) otherw
permitted by the law of the G
to any longer period later pe
Trustee otherwise; and

⇒ any earlier date the Trustee
with the consent of the Appo

How long should the trust last?

Your children may want the trust to continue for their own children.

Ask how the vesting provisions determine when the trust ends.

Build the Couples Estate Planning Bundle here

My primary and overriding intention o
continuing entity. Any automatic extension of the Vesting Day relating to a trust created under this Will, or any active variation made to the terms of this Will pursuant to a power contained in it, is intended only to alter the terms of the continuing trust established by this Will. Such changes are not intended to, and do not, cause a resettlement of any trust created under this Will or give rise to any dutiable event. If any such extension or variation would, but for this provision, be construed as causing a resettlement, the terms of the relevant trust created under this Will are to be read down to the fullest extent possible to ensure the continuity of the relevant trust created under this Will.

⇒ Headings do not interpret this Will

⇒ All statutes and regulations are as amended from time to time

4. Getting advice to operate the 3-Generation Testamentary Trusts and other trusts

I suggest that my Executor obtain advice concerning the administration of my estate, at the expense of my estate, from one or more of a lawyer, accountant and financial planner.

(usual signature) Edward James Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

5. Payment of Tax and other testamentary debts

I suggest that my Executor pay and discharge all of my estate debts, taxes, funeral and testamentary expenses and then distribute the Trust Fund.

6. Executor Activities

My Executor holds all my estate on trust for:

Testamentary Gifts for Primary Beneficiaries (Residual Beneficiaries)

If Clara Louise Whitcombe, survives me by 28 days, then to give the Trust Fund to Clara Louise Whitcombe (for the purposes of this clause a "Primary Beneficiary") in trust to hold and to pay all or part of the income, all or part of the capital and all or part of the capital accretions of the Trust Fund to any one or more of:

- Clara Louise Whitcombe and the General Beneficiaries of Clara Louise Whitcombe
- all Primary Beneficiaries in this Will and the General Beneficiaries of those Primary Beneficiaries
- the General Beneficiaries of the deceased Edward James Whitcombe

from such part of the capital and income of the Trust Fund, in the shares and amounts and at such times as the Primary Beneficiary Clara Louise Whitcombe exercising absolute discretion thinks fit. The Primary Beneficiary is not obliged to make equal (or any) payment to any or all of the persons named above. The Primary Beneficiary has the discretion to set up as many testamentary trusts as that person requires or set up no testamentary trust.

Testamentary Gifts for Primary Beneficiaries

If Clara Louise Whitcombe does not su

- Thomas Henry Whitcombe of 6
  at the age of 21 - amount of
- Alice Grace Whitcombe of 34
  50%

(for the purposes of this clause each
share is referred to in this clause as
Majority.

⇒ Each of the above Primary Ben

To hold and to pay all or part of the income, all or part of the capital and all or part of the capital accretions of that respective share of the Trust Fund to any one or more of:

- the above Primary Beneficiaries
- the General Beneficiaries of the deceased Edward James Whitcombe
- the General Beneficiaries of each of the following people: all Primary Beneficiaries named in this Will and Edward James Whitcombe

from such part of the capital and income of the Trust Fund, in the shares and amounts and at such times as each Primary Beneficiary (exercising their own absolute discretion) thinks fit. The Primary Beneficiary has the discretion to set up as many testamentary trusts as that person requires or set up no testamentary trust.

Choose who inherits after both deaths

Name the beneficiaries who share the rest of your estate.

Check the percentages and what happens if a beneficiary dies before you.

Build the Couples Estate Planning Bundle here

(usual signature) Edward James Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

Each Primary Beneficiary in relation to their respective entitlement is not obliged to make equal (or any) payment to any or all of the persons named above.

7. The Children of the Primary Beneficiary

Unless my Will otherwise directs, if any Primary Beneficiary dies before me or dies before reaching the Age of Majority, leaving children then those children (as each of those children reaches the Age of Majority) take what their parent would have taken. Such children then maintain the trusts their parent would have maintained, had they reached the Age of Majority, equally as tenants in common.

For the purposes of this clause all the beneficiaries named in this clause are Primary Beneficiaries.

8. Maintenance Trusts, Child Trusts, Bankruptcy Trusts, Divorce Protection Trusts and Protective Trusts

A Primary Beneficiary is unable to take control or have influence over any gifts or the Trust Fund or act as trustee or appointor of [illegible] Will if they:

- ⇒ have not attained the Age of [illegible]
- ⇒ lack the requisite mental capac[illegible]
- ⇒ are an undischarged bankrupt;
- ⇒ are suffering Divorce Proceedi[illegible]

(collectively "**Lacks Capacity**")

When (if ever) the applicable above s[illegible] relevant Primary Beneficiary, the Exe[illegible] control of the gifts and trusts applicab[illegible] Primary Beneficiary (or the person or [illegible] meantime, the gifts and trusts relating[illegible] and only applied for the maintenance, [illegible] Primary Beneficiary. The Executor's powers include the powers in this Will. The Executor has absolute discretion.

What if your child goes bankrupt?

An outright inheritance can go to your child's trustee in bankruptcy. If your child is an undischarged bankrupt, the Bankruptcy Trust gives your trustee a way to retain the inheritance and postpone payments.

Your trustee can still pay a bill directly, buy an asset for your child's use or consider a loan where appropriate.

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9. Executor, Trustee and Primary Beneficiary Discretionary Powers

I, Edward James Whitcombe, give my Executor, Trustee, Appointor and each Primary Beneficiary, in respect of their respective offices, gifts, Trust Funds and Testamentary Trusts, the following powers in addition to every power conferred by this Will, law, equity and statute. Each power is independent, is to be construed in the widest manner, and enlarges rather than limits every other power. Except where this Will expressly provides otherwise, my Executor and Trustee may exercise these powers in their absolute discretion as if they were the absolute beneficial owner of the relevant property, without being restricted to investments authorised by any trustee legislation and without being required to diversify, obtain income, preserve the existing form of an investment or make equal distributions.

(usual signature) Edward James Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

9.1 **Protective Maintenance Trust**

While a beneficiary has not reached the Age of Majority or Lacks Capacity, my Executor and Trustee hold every gift, entitlement, income, capital and capital accretion for that beneficiary as a Protective Maintenance Trust and have absolute discretion to retain, protect, insure, invest, reinvest and apply any part of it for that beneficiary's maintenance, education, health, medical and dental care, accommodation, travel, advancement, establishment in life, support, comfort and benefit. Education includes formal and informal education, training, equipment, technology and travel to broaden the mind. My Executor and Trustee may preserve capital for the beneficiary's future, acquire or retain a home or other property for the beneficiary's occupation, use or enjoyment, meet the cost of a Guardian, parent, carer or household providing for the beneficiary, and pay or transfer money or property to the beneficiary or to any Guardian, parent, carer, person with whom the beneficiary lives, educational institution, health provider, service provider or other person supplying care, accommodation, education, health services or another benefit. They may reimburse expenditure already incurred, provide for anticipated expenditure, pay directly or indirectly, impose conditions, make unequal payments at different times, accumulate income and treat it as capital, and accept the recipient's receipt as an absolute discharge without supervising the later application of the payment. In deciding whether and how to exercise these powers, my Executor and Trustee may consider the beneficiary's present and future needs, other resources reasonably available to the beneficiary, the circumstances of the person caring for the beneficiary and the desirability of preserving an enduring fund, but are not bound to obtain reimbursement, exhaust another resource or follow any fixed standard of living.

9.2 **Protective Entitlement Preservation**

To the fullest extent permitted by law, r
charge, mortgage, pledge, encumber o
entitlement, unpaid discretionary distri
actually transferred to that beneficia
give effect to a purported dealing. If pa
trustee in bankruptcy, spouse, partner,
other claim, or if direct payment may p
Capacity, my Executor and Trustee ma
directly for the beneficiary, pay a suppl
lend rather than distribute, impose law
by this Will. No beneficiary has a right
discretion, demand a particular asset,
merely because an amount has previo
beneficiary.

Keep an inheritance away from creditors

An outright inheritance can pass to the trustee in bankruptcy. Your Will includes a Bankruptcy Trust to hold back payments while your beneficiary is bankrupt.

The trustee can review the position when the bankruptcy ends.

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9.3 **Estate Continuity and Abs**

My Executor and Trustee may retain any property for as long as they consider appropriate, notwithstanding that it is wasting, speculative, hazardous, non-income-producing, concentrated, difficult to value, located outside the Governing Jurisdiction or unsuitable as a conventional trustee investment; postpone conversion or distribution without liability for loss attributable to the postponement; and sell, exchange, transfer, partition, lease, licence, surrender, abandon, improve, develop, repair, insure, protect, store, transport, replace, convert, subdivide, consolidate, vary, realise, compromise or otherwise deal with property on any terms. They may distribute property in specie, appropriate particular property in or towards satisfaction of a gift or entitlement at a value determined by them, divide property and Trust Funds between beneficiaries unequally in kind while preserving the value of their respective entitlements, mix or pool investments with those of another estate, trust or person while maintaining sufficient records, appoint a nominee, custodian or bare trustee to hold

property, and accept property from any person as an addition to a Trust Fund subject to any lawful condition they consider consistent with the purposes of the relevant trust.

9.4 **Extended Property Reach**

My Executor and Trustee may acquire, retain and deal with every form of property, right and opportunity presently existing or later developed, whether tangible or intangible, legal or equitable, registered or unregistered, situated within or outside Australia, on Earth, in airspace, in orbit, on a celestial body or elsewhere beyond Earth. This includes land and interests in land; cash, deposits and foreign currency; shares, units, securities, debt instruments and financial products; businesses and interests in companies, trusts, partnerships and joint ventures; commodities, precious metals, resources, water, carbon, environmental and statutory rights; insurance and annuity interests; intellectual property, royalties, licences and contractual rights; digital assets, data, domain names, crypto assets, tokens, distributed-ledger interests and associated keys; collectibles and personal property; and launch, spectrum, orbital, access, extraction, exploitation and similar rights. Every specific description in this clause is illustrative and does not confine the generality of the power or exclude property of another nature or class.

9.5 **Capital, Investment and Enterprise Authority**

My Executor and Trustee may open ar
exchange, digital-wallet and investmer
investments in any currency and jurisd
foreign-exchange, derivative and ris
or efficient administration; lend money
associated with a beneficiary, secured
and on any terms; and acquire, establi
up a business, profession, farm, enter
partnership, joint venture or other struc
sell rights, accept bonus issues, partici
ownership rights, enter shareholder, u
appoint or act through directors and re
where they consider it appropriate for t

Divide the assets without splitting each one

One child wants the shares. One wants the property. One wants the cash. Your Will gives your family flexibility to divide the assets by agreement.

Check the tax and duty consequences before the executor transfers them.

Build the Couples Estate Planning Bundle here

9.6 **Finance, Security and Len**

My Executor and Trustee may borrow, r
accommodation and credit, and enter any loan, facility, working-capital, overdraft, lease, hire-purchase, derivative or other financing arrangement for the administration, investment, protection, development or distribution of my estate or a Trust Fund. They may secure an actual, future, contingent, several or joint obligation of the estate, a Trust Fund or an entity in which the estate or Trust Fund has an interest by mortgage, charge, lien, pledge, bill of sale, assignment by way of security, account control arrangement, guarantee, indemnity, subordination, priority arrangement, negative pledge or security interest over any part of the relevant property; register, vary, postpone, release or discharge that security; and agree to covenants, undertakings, representations, events of default and enforcement provisions they consider appropriate. A lender, financier or secured party dealing in good faith may rely on the apparent exercise of these powers and is not required to inquire into the purpose, necessity, propriety or application of money or property, the benefit to the estate or Trust Fund, the due exercise of a discretion, or the existence of any internal approval; and the receipt of my Executor or Trustee is an absolute discharge. My Executor and Trustee may disclose this Will and trust information reasonably required for finance, confirm their right of indemnity and recourse to the relevant Trust Fund, and execute any certificate, consent, acknowledgment or opinion reasonably required to give commercial effect to the transaction.

9.7 **Digital Estate Authority**

I give my Executor and Trustee my express consent and authority, to the fullest extent permitted by law, to access, recover, preserve, copy, use, control, administer, transfer, archive, delete and close any digital asset, data, device, computer, telephone, storage medium, network, account, service or communication owned or controlled by me or to which I was lawfully entitled to have access. They may use any password, passcode, private key, recovery phrase, authentication method or other credential made available by me; decrypt or recover data; operate or transfer a digital wallet; manage subscriptions, licences, domain names and online businesses; give or withdraw lawful consents; request information or access from a service provider; and obtain any necessary authority or court order. They may engage technical, forensic, cybersecurity and valuation specialists and give them lawful access for administration. This authority is evidence of my consent but does not require any person to contravene a law or purport to bind a service provider contrary to a governing law or enforceable agreement.

9.8 **Beneficiary Use, Residence and Advancement**

My Executor and Trustee may acquire, lease, improve, furnish, maintain or retain a residence, vehicle, equipment or other
beneficiary, whether alone or with ano
terms, rent-free or otherwise without t
property to or acquire property from a
consider appropriate, make a loan, adv
business, health, travel, care or establi
extend a debt where they consider tha
trust. They may take account of a bene

Your children choose what goes into trust

Each beneficiary can take assets directly or use one or more 3-Generation Testamentary Trusts.

That freedom matters. Before putting the family home in a trust, check the capital gains tax treatment of a sale.

Build the Couples Estate Planning Bundle here

9.9 **Tax Character Preservatio**

My Executor and Trustee may determi
gain, loss or amount is income or capit
the treatment adopted by a company,
Trust Income for a Financial Year; iden
Categories; and allocate receipts, outgoings, deductions, credits, rebates, offsets, losses and expenses between Categories, beneficiaries, funds, accounts and periods in the manner they consider appropriate. To the fullest extent permitted by the Tax Act and other applicable law, they may stream or separately allocate Categories, including capital gains, franked distributions together with the franking credits attached to those distributions, unfranked distributions, foreign income, interest, royalties, primary production income, exempt income and non-assessable non-exempt income; create and maintain separate accounts, reserves and subtrusts; make beneficiaries specifically entitled or otherwise presently entitled; determine the time and manner in which an entitlement arises; accumulate income and add it to capital; make an in specie distribution; set an amount aside in a beneficiary's account; hold it on a separate trust; leave it as an unpaid present entitlement; or convert it into an interest-free or interest-bearing debt payable on demand or on stated terms. They may make, record, correct and give effect to resolutions and accounts within the time and in the manner required by law, but no provision requires the separation of a tax attribute from the income, gain or distribution to which the law attaches it.

9.10 **Tax Burden Equalisation**

My Executor and Trustee may deduct from a beneficiary's gift or entitlement, require reimbursement for, or make provision against any tax, duty, surcharge, levy, cost or liability arising because of the beneficiary's identity, residence, status, character or receipt of the gift, including where the beneficiary is a non-resident, foreign person, charity or other specially taxed person, so that the burden is not borne unfairly by another beneficiary or the general

Trust Fund. They may vary or refrain from applying that adjustment where, after considering written taxation or accounting advice, they determine that another course better gives effect to my Will, reduces the overall burden or avoids undue hardship without unfairly prejudicing another beneficiary. An authorised officer's receipt for a gift to a charity or incorporated entity is an absolute discharge, and my Executor and Trustee are not required to supervise its later application.

9.11 Trust Constitution, Control and Succession

My Executors act unanimously. Subject to this Will, the Trustee and Appointor of each specific trust may comprise one or more individuals, one or more companies, or any combination of them. A Trustee ceases to hold office for the relevant trust upon death, resignation by written notice to the Appointor, removal by the Appointor whether or not advance notice is given, becoming bankrupt or entering an arrangement with creditors, Lacking Capacity or being unable to perform the office, or, in the case of a company, entering liquidation, receivership, administration or an analogous process or being deregistered. The continuing or replacement Trustee may take every step necessary to transmit, register and control the Trust Fund. My Executor, Trustee, Appointor and each Primary Beneficiary may, to the extent authorised by this Will, constitute and administer one or more Testamentary Trusts or subtrusts for each Primary Beneficiary, appoint additional or replacement Trustees, provide for succession to the offices of Trustee and Appointor by deed, Will or written appointment, and terminate, vest or distribute a trust before the Vesting Day. A Primary Beneficiary who has reached the Age of Majority and does not Lack Capacity may direct that all or part of that Primary Beneficiary's entitlement be held through one or more trusts authorised by this Will or transferred to that Primary Beneficiary absolutely. Every trust continuing under this Will must vest no later than its Vesting Day.

9.12 Special Disability Trust Authority

My Executor may establish and fund o
who qualifies under the Social Security
(Cth) or any replacement or correspon
Each Special Disability Trust is to h
compulsory terms of any applicable m
trustees, reporting, expenditure, care,
more than the amount my Executor co
concession, the beneficiary's interests
Executor may transfer cash, investmer
eligible trustees and an Appointor, obt
required for continuing compliance. If t
earlier, the remaining property is held
would have applied had it not been transferred to the Special Disability Trust. Any inconsistent provision is read down or severed to the extent required to preserve compliance and the remainder of this Will.

Consider a Special Disability Trust

Does a beneficiary have a disability or receive Centrelink benefits?

Discuss eligibility and trust conditions with your adviser.

Build the Couples Estate Planning Bundle here

9.13 Professional Administration and Trustee Protection

My Executor and Trustee may appoint, instruct, remunerate and dismiss agents, employees, investment managers, custodians, nominees, accountants, financial planners, lawyers, valuers, brokers, bankers, digital specialists and other advisers. They may rely in good faith upon advice properly obtained and delegate administrative, investment and management functions to the fullest extent permitted by law, but must not surrender a discretion that the law requires them to exercise personally. An Executor or Trustee who is engaged in a profession or business, and that person's firm or company, may charge and be paid from my estate or the relevant Trust Fund their usual professional or business fees for all work

properly performed in connection with my estate, this Will or a Trust Fund. This includes work that an Executor or Trustee not engaged in that profession or business could have performed personally. The fees must be proper and reasonable. An Executor or Trustee must not charge twice for the same work. Any commission or other remuneration claimed must take account of professional or business fees already paid. To the fullest extent permitted by law, an Executor or Trustee who acts honestly and in good faith is not liable for a loss to my estate or a Trust Fund arising from the exercise, non-exercise or purported exercise of a power. This protection does not apply to fraud, dishonesty, wilful misconduct or gross negligence. An Executor or Trustee is indemnified from the relevant estate or Trust Fund against liabilities and expenses properly incurred in performing the office. If my appointment of an Executor refers to the partners or directors of a named professional practice, that reference includes the partners or directors at the date of my death of any firm, company or professional practice that has succeeded to, merged with, or acquired and continues to carry on all or the greater part of the business of the named professional practice, whether under the same or a different name. This provision applies to a change in the name, ownership or legal structure of the professional practice. It does not apply to a person who merely acquires the business name or records of the professional practice without continuing all or the greater part of its business.

9.14 Power Preservation and Testamentary Validity

My Executor and Trustee may amend
change its Governing Jurisdiction, sett
advice or approval, and take any ste
trust, its taxation treatment, its assets
does not create an impermissible dele
its Vesting Day, defeat a vested entitle
invalid. Every non-mandatory restrictio
modified to the fullest extent permitted
narrower manner, it operates in that m
owner powers or the separate powers

Allow for changes in the law

Your family and the law change. This clause gives the trustee flexibility to respond.

Ask how it works when you review your answers.

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10. Foreign Protected Trust of the Will of Edward James Whitcombe

In this clause, '**Relevant Revenue Law**' means the law of the Commonwealth, a State or a Territory under which the foreign or absentee status of a person, trust, transaction or property is determined or an additional duty, land tax, surcharge or corresponding Tax is imposed. '**Foreign Person**' means a person treated as foreign or absentee under the Relevant Revenue Law applicable to the relevant property, transaction, trust and time.

My Executor and Trustee have absolute discretion whether to establish one or more separate Testamentary Trusts or sub-trusts called '**Foreign Protected Trusts**' where the involvement of a Foreign Person could cause additional duty, land tax, surcharge or another Tax. This is a protective power for the benefit of my beneficiaries and must not be used to punish or disadvantage a person merely because that person resides overseas or is a Foreign Person. My Executor and Trustee can instead retain the existing structure and pay the additional Tax where that course is fairer, simpler, more economical or more consistent with my intentions, including where all Primary Beneficiaries are Foreign Persons.

Before establishing a Foreign Protected Trust, my Executor and Trustee must consider the amount and likely duration of the Tax, the establishment and administration costs, the nature and value of the affected property and the effect upon every beneficiary. They must be reasonably satisfied that the expected overall benefit justifies the costs and disadvantages and that, so far as the Trust Fund permits, the intended economic entitlement of an excluded Foreign Person can be preserved.

My Executor and Trustee have power to do everything necessary, incidental or conducive to establish and administer a Foreign Protected Trust, including dividing the Trust Fund; identifying, isolating, selling, transferring, appropriating or substituting assets; allocating liabilities; borrowing, lending, refinancing and granting security; appointing eligible Trustees and Appointors; making balancing allocations; obtaining valuations, rulings and professional advice; and executing every deed, declaration, election, application and other document required.

The terms of a Foreign Protected Trust must, to the extent required by the Relevant Revenue Law, absolutely, permanently and irrevocably prevent every Foreign Person from being a potential beneficiary or receiving any direct or indirect benefit and from exercising any control that causes the trust to be treated as foreign. No amendment or other power conferred by this Will or exercisable under the terms of that trust by a Trustee, Appointor, beneficiary or another person can be exercised to permit such a benefit or control. These restrictions continue for the entire duration of the Foreign Protected Trust.

Exclusion from a Foreign Protected Trust does not revoke, reduce or forfeit the excluded person's gift or intended economic entitlement. My Executor and Trustee must, so far as the Trust Fund permits, preserve that entitlement through other property, another Testamentary Trust or balancing allocations. They are not required to divide particular assets equally or in specie.

Every Foreign Protected Trust is established under this Will and has the same Vesting Day as the Testamentary Trust from which its property is derived. So far as practicable, it is established before the affected property is distributed or appointed out of my estate or another Testamentary Trust. My Executor and Trustee must structure and implement it so as to avoid an unintended trust resettlement, CGT event E1 or E2, duty liability or other Tax.

11. Considered Person (

I have considered my obligation towa

- Graham Whitcombe of 483 (
  expressly declare myself comp
  for Graham Whitcombe

12. Testamentary Guard

Edward James White

I appoint:

- Eleanor Bramwell of 50 Macquarie Street, Hobart TAS 7000, Australia
- Martin Bramwell of 180 London Circuit, Canberra ACT 2601, Australia

Is someone likely to challenge your Will?

Identify that person during the free building process.

At Lock and Build, telephone us to discuss your answers with one of our lawyers.

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(usual signature) Edward James Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

as **Guardians** of my infant orphan children. I express the wish that my Executor and trustees exercise such power as to ensure that the persons caring for any of my children suffer a minimal financial burden or loss as a result of caring for them.

13. Superannuation Testamentary Trust

13.1 Application of this clause

This clause applies only to the Capital
Executor as my legal personal represe
Nothing in this clause directs or binds
governing rules of a superannuatio
trustee of a superannuation fund or m
Industry (Supervision) Act 1993 (Cth),

Where does your super go?

Ask your fund who receives your super when you die.

The Superannuation Testamentary Trust clause deals with benefits paid to your estate.

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13.2 Superannuation Death

'**Superannuation Death Benefit**' mea
that is a superannuation death benefit

'**Capital**' and '**Capital of the Superan**
Superannuation Death Benefit comprising its taxable component, including its element taxed in the fund and element untaxed in the fund, together with all property acquired with, representing or traceable to that taxable component and all substituted property, capital accretions, loan receivables and repayments representing or derived from it. Capital does not include the tax-free component of a Superannuation Death Benefit or income derived after the Superannuation Death Benefit is received by my estate or the Trustee. The tax-free component is administered under the other provisions of this Will

'**Dependant**' has the meaning given in the Definitions section of this Will and is determined at the date of my death under Subdivision 302-D of the Tax Act or any provision replacing it

13.3 Identification and protection of the Capital of the Superannuation Death Benefit

My Executor gives the Trustee and each relevant Primary Beneficiary a statement identifying the Superannuation Death Benefit, its tax-free component, its taxable component and, so far as practicable, its element taxed in the fund and element untaxed in the fund. My Executor and Trustee keep the Capital separately identified in their accounts and records and preserve its identity through every investment, sale, reinvestment, loan, repayment and substitution.

The Trustee may use a reasonable and consistently applied method of tracing and accounting, including proportionate attribution where exact tracing is not reasonably practicable, provided that the method is supported by the available records, is consistent with the Tax Act and does not alter the tax character or beneficial ownership of any receipt or asset. A failure to prepare the statement or maintain a separate account does not prevent this trust from arising or prevent the Capital from being traced into substituted property.

13.4 Capital held exclusively for Dependants

The Trustee holds the Capital upon a separate and continuing trust or trusts solely and exclusively for the persons who are Dependants at the date of my death. The Trustee has absolute discretion to appoint, apply or distribute the Capital among one or more of those Dependants, in unequal shares or to the exclusion of one or more of them, absolutely or

subject to conditions. A person who is not a Dependant at the date of my death has no vested, contingent, discretionary or default beneficial interest in the Capital.

The Trustee exercises every power relating to the Capital consistently with my paramount intention that only Dependants benefit or may be expected to benefit from the Capital and that section 302-10(2) of the Tax Act 1997 applies to the whole of the Capital. No power is exercisable in a manner that causes section 302-10(3) of the Tax Act to apply to any part of the Capital. Every provision of this Will is read down to the extent necessary to give effect to that intention.

13.5 Long-term retention of the Capital

The Trustee is not required to distribut
the Superannuation Testamentary Tru
required to comply with applicable law
invests, reinvests and administers th
Trustee is not required to divide the Ca
convert an existing investment merely

13.6 Income availability

Income derived from the Capital after i
directed by the relevant Primary Benef
Trustee has absolute discretion to pay
more General Beneficiaries, in unequa
for their maintenance, healt

What should the trustee do with the money?

The trust may hold the capital before paying it out.

Ask your adviser how a payment affects the person receiving it.

Build the Couples Estate Planning Bundle here

The Trustee may make a payment directly to a beneficiary or to a Guardian, carer, educational institution, health provider, service provider or another person providing a benefit to that beneficiary. The Trustee preserves the distinction between the original Capital and income subsequently derived from it.

Despite any other provision of this Will, no power to determine, characterise or re-characterise income and capital changes the meaning of Capital under this clause or the identity of any amount comprising or representing that Capital.

13.7 Genuine loans without surrendering the Capital

Subject to my paramount intention concerning the Capital, the Trustee may lend Capital to a Dependant or another person, including a General Beneficiary who is not a Dependant. A loan may be secured or unsecured, interest-free or interest-bearing, repayable on demand or at a fixed or ascertainable time and made upon such other terms as the Trustee determines.

Every loan of Capital to a person who is not a Dependant must be a genuine debt recorded in writing and legally enforceable by the Trustee. The borrower receives the money solely as a debtor and acquires no beneficial interest in the Capital. The loan receivable, every security supporting it and every repayment or substituted asset remain Capital subject to this clause.

The Trustee must not forgive, release, compromise, assign or write off such a loan for less than its proper value in favour of a person who is not a Dependant. However, the Trustee may accept a genuine compromise, participate in a bankruptcy or insolvency arrangement, assign the debt for its then proper value or write off the whole or part of the debt where the Trustee, acting reasonably and after taking appropriate recovery steps and obtaining legal and taxation advice, determines that recovery is no longer reasonably practicable or that the likely cost, delay or disadvantage of recovery is disproportionate to the amount likely to be recovered.

An accounting write-off does not itself release or extinguish the debt. The Trustee must exercise this power consistently with my paramount taxation intention. Before making a loan to a person who is not a Dependant, the Trustee must be satisfied, after obtaining such taxation or legal advice as the Trustee considers appropriate, that the loan is consistent with the exclusive trust for Dependants and my paramount taxation intention.

13.8 **Advice, directions and protection of the tax objective**

The Trustee may obtain legal, taxation
may apply to a Court for advice, directi
The Trustee may execute any deed, in
applicable law or an order of the Co
intention.

Give your executor a point of contact

Tell your executor who advises you on tax, super and trusts.

After you die, your executor can telephone us for free help administering your estate.

Build the Couples Estate Planning Bundle here

The Trustee may postpone an appoint
obtaining advice, seeking a ruling from
determination of Court proceedings. The costs of that advice, ruling or proceeding are properly incurred administration expenses and may be paid from the relevant Testamentary Trust.

14. Severability and Lawful Administration of this Will

Every provision and power in this Will is interpreted and exercised in accordance with the laws applying from time to time, including taxation laws.

If any provision cannot operate fully in a jurisdiction, it operates to the maximum extent permitted by law. Any part that cannot operate is severed without affecting the remaining provisions of this Will or the operation of this Will in another jurisdiction.

My Executor and Trustee exercise the remaining provisions and powers in the manner that most closely gives effect to my intentions.

Signed the …….. day of …….. 20…..

by Edward James Whitcombe in our
and witnessed by us in the presence
James Whitcombe and of each other
us being present together throughout
signing of this Will. We attested the sig
Edward James Whitcombe in the pre
Edward James Whitcombe and of each

Sign with the right witnesses

Read the signing instructions before you sign.

Unsure who should witness your Will? Telephone our lawyers for free help.

Build the Couples Estate Planning Bundle here

Edward James Whitcombe *(usual signature)*

First Witness	
First Witness Signature: *(Use same blue pen)*	
Full Name *(Print)*	
Address	
Occupation	

Second Witness	
Second Witness Signature: *(Use same blue pen)*	
Full Name *(Print)*	
Address	
Occupation	

LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

The last Will and 3 Genera
Testamentary Trusts and S
Trusts of

Clara Louise Whitcombe

Containing:

- 3-Generation Testamentary Trusts
- Superannuation Testamentary Trusts
- Bankruptcy Protection Trusts
- Protective Maintenance Trusts and S
- Divorce Protection Trusts
- Foreign Protected Trust
- Severability Rights Protection

Your two Mirror Wills

Leave everything to each other first. Decide who inherits after both of you die.

The free building process guides you through those choices.

Build the Couples Estate Planning Bundle here

This Will is made by me, Clara Louise Whitcombe of 90 Swanston Street, Melbourne VIC 3000, Australia. My date of birth is 22 September 1976.

1. Revoking Previous Wills

This is my last Will and Testament and accordingly, I revoke previous Wills of any description including testamentary trusts and testamentary dispositions (including Wills requiring revocation in writing).

2. Appointment of Executor

If Edward James Whitcombe, survives
as my Executor. If Edward James Wh
or unwilling to act as my Executor, the

- Martin Bramwell of 180 London

as my Executor.

Free help for your executors

Your executors carry out your Will. They may never have done it before.

After you die, they can telephone Legal Consolidated on 1800 141 612 for free help administering your estate.

Build the Couples Estate Planning Bundle here

3. Definitions and Inter

In this Will, except where the context c

"**Age of Majority**" 18 years of age

"**Appointor**" (provided that the Appoin
Capacity) the first appointor or appointors are the Primary Beneficiaries. While the Appointor Lacks Capacity the Executor is the Appointor and the Executor holds that position in trust for that Primary Beneficiary until that Primary Beneficiary no longer Lacks Capacity. The Appointor may then for their specific trust, appoint a new Appointor by Will, deed or notice in writing to the current Trustee of that specific trust. If the Appointor dies without appointing a new Appointor, the legal personal representative of the Appointor is the new Appointor. The Appointor can remove or replace the Trustee of any of the Appointor's trusts for whatever reason at any time

"**Categories**" a category, character, type, class, part, item or source, including (but not limited to) the categories: net capital gains, net capital losses; gross capital gains, gross capital losses, gains, profits or any losses of capital or of a capital nature treated as assessable income or allowable deductions under the Tax Act for any part of the Trust Fund for any Financial Year; gains and profits or any losses of capital or of a capital nature that are not treated as assessable income or allowable deductions for taxation purposes for the Trust Income for any Financial Year; any income, receipts, gains or profits or any losses, disbursements or outgoings of income or on income account that are or are treated as assessable income or allowable deductions for taxation purposes in relation to any part of the Trust Fund for any Financial Year; any income, receipts, gains or profits or any losses, disbursements or outgoings of income or on income account whether treated as assessable income or allowable deductions for taxation purposes for any Financial Year; any income, receipts, gains or profits that are exempt or otherwise not liable to tax under the Tax Act or any other act or regulation; Franked Dividends; Unfranked Dividends; any foreign income, foreign income tax credit, other tax credit, interest; any royalties, minors and others with proceeds from deceased estates, superannuation funds and life insurance and additional categories set out in any minutes

plus, categories mentioned in any Australian Taxation Office publication, from time to time; and any combination or part of the above

"**Dependant**" a person who falls within the category of "death benefit dependants" as referred to in subdivision 302-D of the *Income Tax Assessment Act 1997*

"**Divorce Proceedings**" includes any period where a person is, or is likely to be, no longer residing with their spouse or partner in a marriage, de facto relationship or any other relationship including under the *Family Law Act 1975* or *Family Court Act 1997* or any such similar legislation; or during any time that a financial dispute is threatened, or actual, after the breakdown of a marriage (including under 79(4) and 75(2)) or a de facto relationship (including under 90SM(4) and 90SF(3) under the *Family Law Act 1975* or *Family Court Act 1997* (or similar legislation)

"**Executor**" the executor and executors named in my Will and from time to time appointed

"**Financial Year**" 1 July to the following 30 June, except that the first Financial Year of a trust is the period from the date that trust starts to the following 30 June and the final Financial Year is the period from 1 July to the date that trust terminates, or another lawful accounting period determined by the Trustee

"**General Beneficiaries**" means:

⇒ the deceased and the grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces of the Primary Beneficiary and of Clara Louise Whitcombe and the grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces of each of those grandparents, parents, brothers, sisters, spouses, partners, defactos, widows, widowers, children, step children, adopted children, grandchildren and great grandchildren, uncles, aunts, nephews and nieces

⇒ the trustee of any trust:

- ➢ the final vesting date of which is no later than the Vesting Day; and
- ➢ under which any of the General Beneficiaries of this Will also has a vested or contingent interest; and
- ➢ which has been nominated by the Trustee to be a general beneficiary

⇒ any company:

- ➢ of which a ger
  otherwise), direct
- ➢ which has been

⇒ any other person nominated b
by oral statement, at any time b

⇒ all registered charities (whethe

⇒ all Dependants

"**Governing Jurisdiction**" as decided
governing jurisdiction is the jurisdictio
as at the date of death

"**Primary Beneficiary**" the person or
Will from time to time

"**Tax Act**" the *Income Tax Assessment Act 1936* and *1997* as appropriate

A clear starting point. Room to adapt.

Until the trustee decides otherwise, the trust starts under the law of the place where you normally lived when you died. Your trustee has a clear starting point.

Years later, the assets may be different. The law may be different. The trustee can assess whether changing the governing jurisdiction helps protect what you leave behind.

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(usual signature) Clara Louise Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

"Testamentary Trust" means any trust established under or pursuant to this Will, and includes (but is not limited to) a discretionary trust, fixed trust, hybrid trust, unit trust, bare trust, or any other trust structure, as determined and established by the Executor, Appointor, or Primary Beneficiary in their absolute discretion

"**Trust Fund**" the residue of my estate both real and personal, any income or capital accretions arising from time to time from such residue, any capital and income added from time to time and all property from time to time contained in the above sub-clauses

"**Trust Income**" unless the Trustee otherwise determines from time to time, the net income of any part of the Trust Fund is as defined in section 95(1) *Income Tax Assessment Act 1936* (Cth)

"**Trust Property**" any property comprised in the Trust Fund

"**Trustee**" is the trustee, from time to time, of each trust, testamentary trust and Trust Fund as appointed by the Appointor (and until such appointment the Primary Beneficiary is the Trustee unless the Primary Beneficiary Lacks Capacity in which case the Executor holds the position of Trustee on trust). If the Appointor Lacks Capacity then (unless the Appointor has already nominated a person before the Appointor started to Lack Capacity) the Trustee is as appointed by the Executor, unless the Will otherwise directs

Vesting Day means the earliest of:

* a date determined as f
Governing Jurisdiction abolis
permits a trust to continue in
under this Will is unlimited
longest period permitted by t
automatically extends to any
Appointor directs the Trustee

* any earlier date the T
by deed with the consent of

How long should the trust last?

Your children may want the trust to continue for their own children.

Ask how the vesting provisions determine when the trust ends.

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My primary and overriding intention o
continuing entity. Any automatic exte
under this Will, or any active variation made to the terms of this Will pursuant to a power contained in it, is intended only to alter the terms of the continuing trust established by this Will. Such changes are not intended to, and do not, cause a resettlement of any trust created under this Will or give rise to any dutiable event. If any such extension or variation would, but for this provision, be construed as causing a resettlement, the terms of the relevant trust created under this Will are to be read down to the fullest extent possible to ensure the continuity of the relevant trust created under this Will.

* Headings do not interpret this Will

* All statutes and regulations are as amended from time to time

4. Getting advice to operate the 3-Generation Testamentary Trusts and other trusts

I suggest that my Executor obtain advice concerning the administration of my estate, at the expense of my estate, from one or more of a lawyer, accountant and financial planner.

(usual signature) Clara Louise Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

5. Payment of Tax and other testamentary debts

I suggest that my Executor pay and discharge all of my estate debts, taxes, funeral and testamentary expenses and then distribute the Trust Fund.

6. Executor Activities

My Executor holds all my estate on trust for:

Testamentary Gifts for Primary Beneficiaries (Residual Beneficiaries)

If Edward James Whitcombe, survives me by 28 days, then to give the Trust Fund to Edward James Whitcombe (for the purposes of this clause a "Primary Beneficiary") in trust to hold and to pay all or part of the income, all or part of the capital and all or part of the capital accretions of the Trust Fund to any one or more of:

- Edward James Whitcombe and the General Beneficiaries of Edward James Whitcombe
- all Primary Beneficiaries in this Will and the General Beneficiaries of those Primary Beneficiaries
- the General Beneficiaries of the deceased Clara Louise Whitcombe

from such part of the capital and income of the Trust Fund, in the shares and amounts and at such times as the Primary Beneficiary Edward James Whitcombe exercising absolute discretion thinks fit. The Primary Beneficiary is not obliged to make equal (or any) payment to any or all of the persons named above. The Primary Beneficiary has the discretion to set up as many testamentary trusts as that person requires or set up no testamentary trust.

Testamentary Gifts for Primary Beneficiaries

If Edward James Whitcombe does not

- Thomas Henry Whitcombe of 6
at the age of 21 - amount of
- Alice Grace Whitcombe of 34
50%

(for the purposes of this clause each
share is referred to in this clause as
Majority.

⇒ Each of the above Primary Ber

To hold and to pay all or part of the income, all or part of the capital and all or part of the capital accretions of that respective share of the Trust Fund to any one or more of:

- the above Primary Beneficiaries
- the General Beneficiaries of the deceased Clara Louise Whitcombe
- the General Beneficiaries of each of the following people: all Primary Beneficiaries named in this Will and Clara Louise Whitcombe

from such part of the capital and income of the Trust Fund, in the shares and amounts and at such times as each Primary Beneficiary (exercising their own absolute discretion) thinks fit. The Primary Beneficiary has the discretion to set up as many testamentary trusts as that person requires or set up no testamentary trust.

Choose who inherits after both deaths

Name the beneficiaries who share the rest of your estate.

Check the percentages and what happens if a beneficiary dies before you.

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(usual signature) Clara Louise Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

Each Primary Beneficiary in relation to their respective entitlement is not obliged to make equal (or any) payment to any or all of the persons named above.

7. The Children of the Primary Beneficiary

Unless my Will otherwise directs, if any Primary Beneficiary dies before me or dies before reaching the Age of Majority, leaving children then those children (as each of those children reaches the Age of Majority) take what their parent would have taken. Such children then maintain the trusts their parent would have maintained, had they reached the Age of Majority, equally as tenants in common.

For the purposes of this clause all the beneficiaries named in this clause are Primary Beneficiaries.

8. Maintenance Trusts, Child Trusts, Bankruptcy Trusts, Divorce Protection Trusts and Protective Trusts

A Primary Beneficiary is unable to take control or have influence over any gifts or the Trust Fund or act as trustee or appointor of any trusts relating to (or established by or under) this Will if they:

* have not attained the A
* lack the requisite men
* are an undischarged ba
* are suffering Divorce Pr

(collectively "**Lacks Capacity**")

When (if ever) the applicable above s
relevant Primary Beneficiary, the Exe
control of the gifts and trusts applicab
Primary Beneficiary (or the person or p
meantime, the gifts and trusts relating
and only applied for the maintenance
Primary Beneficiary. The Executor's p
has absolute discretion.

What if your child divorces?

During divorce proceedings, your child loses control of their inheritance under the protective clause. The trustee can keep the assets in trust and hold back payments.

Your child still needs support. The trustee can pay a living or education expense directly. That keeps more of the inheritance in trust during the dispute.

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9. Executor, Trustee and Primary Beneficiary Discretionary Powers

I, Clara Louise Whitcombe, give my Executor, Trustee, Appointor and each Primary Beneficiary, in respect of their respective offices, gifts, Trust Funds and Testamentary Trusts, the following powers in addition to every power conferred by this Will, law, equity and statute. Each power is independent, is to be construed in the widest manner, and enlarges rather than limits every other power. Except where this Will expressly provides otherwise, my Executor and Trustee may exercise these powers in their absolute discretion as if they were the absolute beneficial owner of the relevant property, without being restricted to investments authorised by any trustee legislation and without being required to diversify, obtain income, preserve the existing form of an investment or make equal distributions.

(usual signature) Clara Louise Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

9.1 **Protective Maintenance Trust**

While a beneficiary has not reached the Age of Majority or Lacks Capacity, my Executor and Trustee hold every gift, entitlement, income, capital and capital accretion for that beneficiary as a Protective Maintenance Trust and have absolute discretion to retain, protect, insure, invest, reinvest and apply any part of it for that beneficiary's maintenance, education, health, medical and dental care, accommodation, travel, advancement, establishment in life, support, comfort and benefit. Education includes formal and informal education, training, equipment, technology and travel to broaden the mind. My Executor and Trustee may preserve capital for the beneficiary's future, acquire or retain a home or other property for the beneficiary's occupation, use or enjoyment, meet the cost of a Guardian, parent, carer or household providing for the beneficiary, and pay or transfer money or property to the beneficiary or to any Guardian, parent, carer, person with whom the beneficiary lives, educational institution, health provider, service provider or other person supplying care, accommodation, education, health services or another benefit. They may reimburse expenditure already incurred, provide for anticipated expenditure, pay directly or indirectly, impose conditions, make unequal payments at different times, accumulate income and treat it as capital, and accept the recipient's receipt as an absolute discharge without supervising the later application of the payment. In deciding whether and how to exercise these powers, my Executor and Trustee may consider the beneficiary's present and future needs, other resources reasonably available to the beneficiary, the circumstances of the person caring for the beneficiary and the desirability of preserving an enduring fund, but are not bound to obtain reimbursement, exhaust another resource or follow any fixed standard of living.

9.2 **Protective Entitlement Preservation**

To the fullest extent permitted by law, r
charge, mortgage, pledge, encumber o
entitlement, unpaid discretionary distri
actually transferred to that beneficia
give effect to a purported dealing. If pa
trustee in bankruptcy, spouse, partner,
other claim, or if direct payment may p
Capacity, my Executor and Trustee ma
directly for the beneficiary, pay a suppl
lend rather than distribute, impose law
by this Will. No beneficiary has a right
discretion, demand a particular asset,
merely because an amount has previo
beneficiary.

Keep an inheritance away from creditors

An outright inheritance can pass to the trustee in bankruptcy. Your Will includes a Bankruptcy Trust to hold back payments while your beneficiary is bankrupt.

The trustee can review the position when the bankruptcy ends.

Build the Couples Estate Planning Bundle here

9.3 **Estate Continuity and Abs**

My Executor and Trustee may retain any property for as long as they consider appropriate, notwithstanding that it is wasting, speculative, hazardous, non-income-producing, concentrated, difficult to value, located outside the Governing Jurisdiction or unsuitable as a conventional trustee investment; postpone conversion or distribution without liability for loss attributable to the postponement; and sell, exchange, transfer, partition, lease, licence, surrender, abandon, improve, develop, repair, insure, protect, store, transport, replace, convert, subdivide, consolidate, vary, realise, compromise or otherwise deal with property on any terms. They may distribute property in specie, appropriate particular property in or towards satisfaction of a gift or entitlement at a value determined by them, divide property and Trust Funds between beneficiaries unequally in kind while preserving the value of their respective entitlements, mix or pool investments with those of another estate, trust or person while maintaining sufficient records, appoint a nominee, custodian or bare trustee to hold

property, and accept property from any person as an addition to a Trust Fund subject to any lawful condition they consider consistent with the purposes of the relevant trust.

9.4 **Extended Property Reach**

My Executor and Trustee may acquire, retain and deal with every form of property, right and opportunity presently existing or later developed, whether tangible or intangible, legal or equitable, registered or unregistered, situated within or outside Australia, on Earth, in airspace, in orbit, on a celestial body or elsewhere beyond Earth. This includes land and interests in land; cash, deposits and foreign currency; shares, units, securities, debt instruments and financial products; businesses and interests in companies, trusts, partnerships and joint ventures; commodities, precious metals, resources, water, carbon, environmental and statutory rights; insurance and annuity interests; intellectual property, royalties, licences and contractual rights; digital assets, data, domain names, crypto assets, tokens, distributed-ledger interests and associated keys; collectibles and personal property; and launch, spectrum, orbital, access, extraction, exploitation and similar rights. Every specific description in this clause is illustrative and does not confine the generality of the power or exclude property of another nature or class.

9.5 **Capital, Investment and Enterprise Authority**

My Executor and Trustee may open ar
exchange, digital-wallet and investmer
investments in any currency and jurisd
foreign-exchange, derivative and ris
or efficient administration; lend money
associated with a beneficiary, secured
and on any terms; and acquire, establi
up a business, profession, farm, enter
partnership, joint venture or other struc
sell rights, accept bonus issues, partici
ownership rights, enter shareholder, u
appoint or act through directors and re
where they consider it appropriate for t

Divide the assets without splitting each one

One child wants the shares. One wants the property. One wants the cash. Your Will gives your family flexibility to divide the assets by agreement.

Check the tax and duty consequences before the executor transfers them.

Build the Couples Estate Planning Bundle here

9.6 **Finance, Security and Len**

My Executor and Trustee may borrow, r
accommodation and credit, and enter any loan, facility, working-capital, overdraft, lease, hire-purchase, derivative or other financing arrangement for the administration, investment, protection, development or distribution of my estate or a Trust Fund. They may secure an actual, future, contingent, several or joint obligation of the estate, a Trust Fund or an entity in which the estate or Trust Fund has an interest by mortgage, charge, lien, pledge, bill of sale, assignment by way of security, account control arrangement, guarantee, indemnity, subordination, priority arrangement, negative pledge or security interest over any part of the relevant property; register, vary, postpone, release or discharge that security; and agree to covenants, undertakings, representations, events of default and enforcement provisions they consider appropriate. A lender, financier or secured party dealing in good faith may rely on the apparent exercise of these powers and is not required to inquire into the purpose, necessity, propriety or application of money or property, the benefit to the estate or Trust Fund, the due exercise of a discretion, or the existence of any internal approval; and the receipt of my Executor or Trustee is an absolute discharge. My Executor and Trustee may disclose this Will and trust information reasonably required for finance, confirm their right of indemnity and recourse to the relevant Trust Fund, and execute any certificate, consent, acknowledgment or opinion reasonably required to give commercial effect to the transaction.

9.7 **Digital Estate Authority**

I give my Executor and Trustee my express consent and authority, to the fullest extent permitted by law, to access, recover, preserve, copy, use, control, administer, transfer, archive, delete and close any digital asset, data, device, computer, telephone, storage medium, network, account, service or communication owned or controlled by me or to which I was lawfully entitled to have access. They may use any password, passcode, private key, recovery phrase, authentication method or other credential made available by me; decrypt or recover data; operate or transfer a digital wallet; manage subscriptions, licences, domain names and online businesses; give or withdraw lawful consents; request information or access from a service provider; and obtain any necessary authority or court order. They may engage technical, forensic, cybersecurity and valuation specialists and give them lawful access for administration. This authority is evidence of my consent but does not require any person to contravene a law or purport to bind a service provider contrary to a governing law or enforceable agreement.

9.8 **Beneficiary Use, Residence and Advancement**

My Executor and Trustee may acquire, lease, improve, furnish, maintain or retain a residence, vehicle, equipment or other
beneficiary, whether alone or with ano
terms, rent-free or otherwise without t
property to or acquire property from a
consider appropriate, make a loan, adv
business, health, travel, care or establi
extend a debt where they consider tha
trust. They may take account of a bene

Your children choose what goes into trust

Each beneficiary can take assets directly or use one or more 3-Generation Testamentary Trusts.

That freedom matters. Before putting the family home in a trust, check the capital gains tax treatment of a sale.

Build the Couples Estate Planning Bundle here

9.9 **Tax Character Preservatio**

My Executor and Trustee may determi
gain, loss or amount is income or capit
the treatment adopted by a company,
Trust Income for a Financial Year; iden
Categories; and allocate receipts, outgoings, deductions, credits, rebates, offsets, losses and expenses between Categories, beneficiaries, funds, accounts and periods in the manner they consider appropriate. To the fullest extent permitted by the Tax Act and other applicable law, they may stream or separately allocate Categories, including capital gains, franked distributions together with the franking credits attached to those distributions, unfranked distributions, foreign income, interest, royalties, primary production income, exempt income and non-assessable non-exempt income; create and maintain separate accounts, reserves and subtrusts; make beneficiaries specifically entitled or otherwise presently entitled; determine the time and manner in which an entitlement arises; accumulate income and add it to capital; make an in specie distribution; set an amount aside in a beneficiary's account; hold it on a separate trust; leave it as an unpaid present entitlement; or convert it into an interest-free or interest-bearing debt payable on demand or on stated terms. They may make, record, correct and give effect to resolutions and accounts within the time and in the manner required by law, but no provision requires the separation of a tax attribute from the income, gain or distribution to which the law attaches it.

9.10 **Tax Burden Equalisation**

My Executor and Trustee may deduct from a beneficiary's gift or entitlement, require reimbursement for, or make provision against any tax, duty, surcharge, levy, cost or liability arising because of the beneficiary's identity, residence, status, character or receipt of the gift, including where the beneficiary is a non-resident, foreign person, charity or other specially taxed person, so that the burden is not borne unfairly by another beneficiary or the general

Trust Fund. They may vary or refrain from applying that adjustment where, after considering written taxation or accounting advice, they determine that another course better gives effect to my Will, reduces the overall burden or avoids undue hardship without unfairly prejudicing another beneficiary. An authorised officer's receipt for a gift to a charity or incorporated entity is an absolute discharge, and my Executor and Trustee are not required to supervise its later application.

9.11 Trust Constitution, Control and Succession

My Executors act unanimously. Subject to this Will, the Trustee and Appointor of each specific trust may comprise one or more individuals, one or more companies, or any combination of them. A Trustee ceases to hold office for the relevant trust upon death, resignation by written notice to the Appointor, removal by the Appointor whether or not advance notice is given, becoming bankrupt or entering an arrangement with creditors, Lacking Capacity or being unable to perform the office, or, in the case of a company, entering liquidation, receivership, administration or an analogous process or being deregistered. The continuing or replacement Trustee may take every step necessary to transmit, register and control the Trust Fund. My Executor, Trustee, Appointor and each Primary Beneficiary may, to the extent authorised by this Will, constitute and administer one or more Testamentary Trusts or subtrusts for each Primary Beneficiary, appoint additional or replacement Trustees, provide for succession to the offices of Trustee and Appointor by deed, Will or written appointment, and terminate, vest or distribute a trust before the Vesting Day. A Primary Beneficiary who has reached the Age of Majority and does not Lack Capacity may direct that all or part of that Primary Beneficiary's entitlement be held through one or more trusts authorised by this Will or transferred to that Primary Beneficiary absolutely. Every trust continuing under this Will must vest no later than its Vesting Day.

9.12 Special Disability Trust Authority

My Executor may establish and fund o
who qualifies under the Social Security
(Cth) or any replacement or correspon
Each Special Disability Trust is to h
compulsory terms of any applicable m
trustees, reporting, expenditure, care,
more than the amount my Executor co
concession, the beneficiary's interests
Executor may transfer cash, investmer
eligible trustees and an Appointor, obt
required for continuing compliance. If t
earlier, the remaining property is held
would have applied had it not been transferred to the Special Disability Trust. Any inconsistent provision is read down or severed to the extent required to preserve compliance and the remainder of this Will.

Consider a Special Disability Trust

Does a beneficiary have a disability or receive Centrelink benefits?

Discuss eligibility and trust conditions with your adviser.

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9.13 Professional Administration and Trustee Protection

My Executor and Trustee may appoint, instruct, remunerate and dismiss agents, employees, investment managers, custodians, nominees, accountants, financial planners, lawyers, valuers, brokers, bankers, digital specialists and other advisers. They may rely in good faith upon advice properly obtained and delegate administrative, investment and management functions to the fullest extent permitted by law, but must not surrender a discretion that the law requires them to exercise personally. An Executor or Trustee who is engaged in a profession or business, and that person's firm or company, may charge and be paid from my estate or the relevant Trust Fund their usual professional or business fees for all work properly performed in connection with my estate, this Will or a Trust Fund. This includes work that an Executor or Trustee not engaged in that profession or business could have

performed personally. The fees must be proper and reasonable. An Executor or Trustee must not charge twice for the same work. Any commission or other remuneration claimed must take account of professional or business fees already paid. To the fullest extent permitted by law, an Executor or Trustee who acts honestly and in good faith is not liable for a loss to my estate or a Trust Fund arising from the exercise, non-exercise or purported exercise of a power. This protection does not apply to fraud, dishonesty, wilful misconduct or gross negligence. An Executor or Trustee is indemnified from the relevant estate or Trust Fund against liabilities and expenses properly incurred in performing the office. If my appointment of an Executor refers to the partners or directors of a named professional practice, that reference includes the partners or directors at the date of my death of any firm, company or professional practice that has succeeded to, merged with, or acquired and continues to carry on all or the greater part of the business of the named professional practice, whether under the same or a different name. This provision applies to a change in the name, ownership or legal structure of the professional practice. It does not apply to a person who merely acquires the business name or records of the professional practice without continuing all or the greater part of its business.

9.14 **Power Preservation and Testamentary Validity**

My Executor and Trustee may amend the administrative provisions of a trust, vary its terms, change its Governing Jurisdiction, settle a dispute, compromise a claim, obtain judicial advice or approval, and take any step reasonably considered necessary to preserve the trust, its taxation treatment, its assets or the operation of this Will, provided that the exercise does not create an impermissible delegation of testamentary power, extend a trust beyond its Vesting Day, defeat a vested entitlement contrary to law or cause the Will or a trust to be invalid. Every non-mandatory restrictio
modified to the fullest extent permitted
narrower manner, it operates in that
owner powers or the separate powers

Allow for changes in the law

Your family and the law change. This clause gives the trustee flexibility to respond.

Ask how it works when you review your answers.

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10. Foreign Protected T
Whitcombe

In this clause, '**Relevant Revenue Law**' means the law of a Territory under which the foreign or absentee status of a person, trust, transaction or property is determined or an additional duty, land tax, surcharge or corresponding Tax is imposed. '**Foreign Person**' means a person treated as foreign or absentee under the Relevant Revenue Law applicable to the relevant property, transaction, trust and time.

My Executor and Trustee have absolute discretion whether to establish one or more separate Testamentary Trusts or sub-trusts called '**Foreign Protected Trusts**' where the involvement of a Foreign Person could cause additional duty, land tax, surcharge or another Tax. This is a protective power for the benefit of my beneficiaries and must not be used to punish or disadvantage a person merely because that person resides overseas or is a Foreign Person. My Executor and Trustee can instead retain the existing structure and pay the additional Tax where that course is fairer, simpler, more economical or more consistent with my intentions, including where all Primary Beneficiaries are Foreign Persons.

Before establishing a Foreign Protected Trust, my Executor and Trustee must consider the amount and likely duration of the Tax, the establishment and administration costs, the nature and value of the affected property and the effect upon every beneficiary. They must be reasonably satisfied that the expected overall benefit justifies the costs and disadvantages and that, so far as the Trust Fund permits, the intended economic entitlement of an excluded Foreign Person can be preserved.

My Executor and Trustee have power to do everything necessary, incidental or conducive to establish and administer a Foreign Protected Trust, including dividing the Trust Fund; identifying, isolating, selling, transferring, appropriating or substituting assets; allocating liabilities; borrowing, lending, refinancing and granting security; appointing eligible Trustees and Appointors; making balancing allocations; obtaining valuations, rulings and professional advice; and executing every deed, declaration, election, application and other document required.

The terms of a Foreign Protected Trust must, to the extent required by the Relevant Revenue Law, absolutely, permanently and irrevocably prevent every Foreign Person from being a potential beneficiary or receiving any direct or indirect benefit and from exercising any control that causes the trust to be treated as foreign. No amendment or other power conferred by this Will or exercisable under the terms of that trust by a Trustee, Appointor, beneficiary or another person can be exercised to permit such a benefit or control. These restrictions continue for the entire duration of the Foreign Protected Trust.

Exclusion from a Foreign Protected Trust does not revoke, reduce or forfeit the excluded person's gift or intended economic entitlement. My Executor and Trustee must, so far as the Trust Fund permits, preserve that entitlement through other property, another Testamentary Trust or balancing allocations. They are not required to divide particular assets equally or in specie.

Every Foreign Protected Trust is established under this Will and has the same Vesting Day as the Testamentary Trust from which its property is derived. So far as practicable, it is established before the affected property is distributed or appointed out of my estate or another Testamentary Trust. My Executor and Trustee must structure and implement it so as to avoid an unintended trust resettlement, CGT event E1 or E2, duty liability or other Tax.

11. Testamentary Guardian of infant children as chosen by Clara Louise Whitcombe

I appoint:

- Eleanor Bramwell of 50 Macqu
- Martin Bramwell of 180 Londo

as **Guardians** of my infant orphan chi
exercise such power as to ensure th
minimal financial burden or loss as a r

Is someone likely to challenge your Will?

Identify that person during the free building process.

At Lock and Build, telephone us to discuss your answers with one of our lawyers.

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12. Superannuation Tes

12.1 Application of this cla

This clause applies only to the Capital of a Superannuation Death Benefit paid to my Executor as my legal personal representative or otherwise forming part of my estate. Nothing in this clause directs or binds the trustee of a superannuation fund, overrides the governing rules of a superannuation fund or a valid death benefit nomination, or requires the trustee of a superannuation fund or my Executor to act contrary to the *Superannuation Industry (Supervision) Act 1993* (Cth), its regulations or any other applicable law.

(usual signature) Clara Louise Whitcombe	*First Witness (use same blue pen):*	*Second Witness (use same blue pen):*

12.2 Superannuation Death Benefit

'**Superannuation Death Benefit**' means any money or property forming part of my estate that is a superannuation death benefit within the meaning of Division 302 of the Tax Act

'**Capital**' and '**Capital of the Superannuation Death Benefit**' mean only that part of a Superannuation Death Benefit comprising its taxable component, including its element taxed in the fund and element untaxed in the fund, together with all property acquired with, representing or traceable to that taxable component and all substituted property, capital accretions, loan receivables and repayments representing or derived from it. Capital does not include the tax-free component of a Superannuation Death Benefit or income derived after the Superannuation Death Benefi
component is administered under the

'**Dependant**' has the meaning given
at the date of my death under Subdivis

12.3 Identification and prot
Benefit

My Executor gives the Trustee and ea
the Superannuation Death Benefit, its
as practicable, its element taxed in the
and Trustee keep the Capital separate
preserve its identity through every investment, sale, reinvestment, loan, repayment and substitution.

Where does your super go?

Ask your fund who receives your super when you die.

The Superannuation Testamentary Trust clause deals with benefits paid to your estate.

Build the Couples Estate Planning Bundle here

The Trustee may use a reasonable and consistently applied method of tracing and accounting, including proportionate attribution where exact tracing is not reasonably practicable, provided that the method is supported by the available records, is consistent with the Tax Act and does not alter the tax character or beneficial ownership of any receipt or asset. A failure to prepare the statement or maintain a separate account does not prevent this trust from arising or prevent the Capital from being traced into substituted property.

12.4 Capital held exclusively for Dependants

The Trustee holds the Capital upon a separate and continuing trust or trusts solely and exclusively for the persons who are Dependants at the date of my death. The Trustee has absolute discretion to appoint, apply or distribute the Capital among one or more of those Dependants, in unequal shares or to the exclusion of one or more of them, absolutely or subject to conditions. A person who is not a Dependant at the date of my death has no vested, contingent, discretionary or default beneficial interest in the Capital.

The Trustee exercises every power relating to the Capital consistently with my paramount intention that only Dependants benefit or may be expected to benefit from the Capital and that section 302-10(2) of the Tax Act 1997 applies to the whole of the Capital. No power is exercisable in a manner that causes section 302-10(3) of the Tax Act to apply to any part of the Capital. Every provision of this Will is read down to the extent necessary to give effect to that intention.

12.5 Long-term retention of the Capital

The Trustee is not required to distribute the Capital immediately. The Capital can remain in the Superannuation Testamentary Trust until the Vesting Day, or such earlier day as is required to comply with applicable law. During that period, the Trustee retains, protects, invests, reinvests and administers the Capital under the powers contained in this Will. The Trustee is not required to divide the Capital equally, make an immediate appointment or convert an existing investment merely because a Dependant requests it.

12.6 Income availability

Income derived from the Capital after it is received by my estate or the Trustee is held, as directed by the relevant Primary Beneficiary, upon trust for the General Beneficiaries. The Trustee has absolute discretion to pay, apply, set aside or accumulate that income for one or more General Beneficiaries, in unequal shares or to the exclusion of one or more of them, for their maintenance, education, health, accommodation, advancement, support or benefit.

The Trustee may make a payment directly to a beneficiary or to a Guardian, carer, educational institution, health provider, to that beneficiary. The Trustee preser income subsequently derived from it.

Despite any other provision of this Will characterise income and capital chang identity of any amount comprising or re

12.7 Genuine loans withou

What should the trustee do with the money?

The trust may hold the capital before paying it out.

Ask your adviser how a payment affects the person receiving it.

Build the Couples Estate Planning Bundle here

Subject to my paramount intention concerning the Capital, the Trustee may lend Capital to a Dependant or another person, including a General Beneficiary who is not a Dependant. A loan may be secured or unsecured, interest-free or interest-bearing, repayable on demand or at a fixed or ascertainable time and made upon such other terms as the Trustee determines.

Every loan of Capital to a person who is not a Dependant must be a genuine debt recorded in writing and legally enforceable by the Trustee. The borrower receives the money solely as a debtor and acquires no beneficial interest in the Capital. The loan receivable, every security supporting it and every repayment or substituted asset remain Capital subject to this clause.

The Trustee must not forgive, release, compromise, assign or write off such a loan for less than its proper value in favour of a person who is not a Dependant. However, the Trustee may accept a genuine compromise, participate in a bankruptcy or insolvency arrangement, assign the debt for its then proper value or write off the whole or part of the debt where the Trustee, acting reasonably and after taking appropriate recovery steps and obtaining legal and taxation advice, determines that recovery is no longer reasonably practicable or that the likely cost, delay or disadvantage of recovery is disproportionate to the amount likely to be recovered.

An accounting write-off does not itself release or extinguish the debt. The Trustee must exercise this power consistently with my paramount taxation intention. Before making a loan to a person who is not a Dependant, the Trustee must be satisfied, after obtaining such taxation or legal advice as the Trustee considers appropriate, that the loan is consistent with the exclusive trust for Dependants and my paramount taxation intention.

12.8 Advice, directions and protection of the tax objective

The Trustee may obtain legal, taxation and accounting advice concerning this clause and may apply to a Court for advice, directions, construction, approval, variation or rectification. The Trustee may execute any deed, instrument or undertaking authorised by this Will, applicable law or an order of the Court to preserve and give effect to my paramount intention.

The Trustee may postpone an appoin
obtaining advice, seeking a ruling f
determination of Court proceedings.
properly incurred administration exper
Trust.

Give your executor a point of contact

Tell your executor who advises you on tax, super and trusts.

After you die, your executor can telephone us for free help administering your estate.

Build the Couples Estate Planning Bundle here

13. Severability and Lawful Administration of this Will

Every provision and power in this Will is interpreted and exercised in accordance with the laws applying from time to time, including taxation laws.

If any provision cannot operate fully in a jurisdiction, it operates to the maximum extent permitted by law. Any part that cannot operate is severed without affecting the remaining provisions of this Will or the operation of this Will in another jurisdiction.

My Executor and Trustee exercise the remaining provisions and powers in the manner that most closely gives effect to my intentions.

Signed the …….. day of ……. 20

by Clara Louise Whitcombe in our pres
witnessed by us in the presence of Cl
Whitcombe and of each other. All th
being present together throughout t
signing of this Will. We attested the sig
Clara Louise Whitcombe in the presenc
Louise Whitcombe and of each other.

Sign with the right witnesses

Read the signing instructions before you sign.

Unsure who should witness your Will? Telephone our lawyers for free help.

Build the Couples Estate Planning Bundle here

Clara Louise Whitcombe *(usual signature)*

First Witness	
First Witness Signature: *(Use same blue pen)*	
Full Name *(Print)*	
Address	
Occupation	

Second Witness	
Second Witness Signature: *(Use same blue pen)*	
Full Name *(Print)*	
Address	
Occupation	

LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference: Couples Estate Planning Bundle
Our Reference: 9601511183834
Telephone: 1800 141 612

15 November 2026

Edward James Whitcombe
483 George Street
Sydney NSW 2000
Australia

Dear Edward,

NSW Enduring Power of Attorney

Attached is the **New South Wales En**

How to print your POA

When you are satisfied that the PO
correct:

1. Download the PDF (Do not
2. Print the PDF Printer
100% s
3. Print single sided (NOT duplex).

How to sign my Power of Attorn

Telephone your NSW Local Court (se
the Registrar. The local court witness

If you cannot get access to the NSW Local Court then we can arrange for you to sign before a lawyer. This is via a video call. However, there is an additional cost for this service.

Your signature must be witnessed by a 'prescribed witness'. A Justice of the Peace (JP) is not a prescribed witness. Your witness cannot be an attorney under this POA.

Free and ongoing advice for your attorney

The advantages of having our law firm prepare your POA:

1. Included in the cost of your POA is free advice for your attorney. Your attorneys are not alone. Our law firm forever and as often as needed, helps your attorneys and shows them how to use the POA. We give you and your family ongoing support.

Two appointments in every jurisdiction

We prepare all 16 types across Australia. That is two for each state and territory: one for financial decisions and one for medical and lifestyle decisions.

Legal Consolidated prepares your documents. Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

2. If you lose mental capacity, your Attorneys are welcome to telephone us for help and assurance. There is no additional cost.
3. Many homemade POAs are incorrect. Sadly, this often becomes apparent only when they are needed.
4. There is information on how to use the POA in this cover letter.
5. Finally, there are unlimited updates on the POA. The POA can be updated as often as you wish for free. This is while you have mental capacity.

This POA only works in New South Wales. If you have assets in another State, then instruct us prepare a POA for that State as well.

Do my attorneys need to sign with me – at the same time?

Your attorneys can sign on another day, in another country and with any coloured pen.

Your attorneys do **not** need to sign with you. Also, they do not need to be together when they sign.

Your attorneys must accept the

Your attorneys cannot act until they s
every attorney, including any subs

Does my Power of Attorney hav

There is no lodgement required. You

However, it is good practice to give y
where the original is kept.

Does my POA need to be regist

To be valid a Power of Attorney does
Services (NSW LRS).

Your attorneys must accept

Your attorneys sign to accept their appointments before they act. Tell them where you keep the signed document.

If they need help, they can telephone Legal Consolidated on 1800 141 612 for free legal advice.

Build the Couples Estate Planning Bundle here

Sometimes a bank manager may want to see a Land Registry number.

However, registration is not required for your POA to be valid. But if your attorney signs certain documents that affect real estate, the POA must be registered at NSW LRS. Telephone NSW LRS on 02 8776 3575 to check whether your POA must be registered. Lawyers and NSW LRS charge for registering each POA.

Does the Power of Attorney need to be stamped?

No. Your POA is not dutiable.

Get a Doctor's Certificate to say you are of sound mind

1. You must have full legal capacity to sign a legal document such as a POA or Will.
2. Also, your attorneys must be able to prove you were of sound mind when you signed the POA.

Ask your doctor to give you a note to say you are of sound mind. Keep the doctor's note with the POA. (**Do not** staple the doctor's note to the POA).

A doctor's note is not required merely to make your POA valid. However, it provides useful evidence that you had capacity when you signed. Doctors usually have their preferred wording, or they can use:

> *I have examined my patient. I am satisfied my patient has full mental capacity to sign legal documents.*

You can get the doctor's note either before or after you sign the POA. Usually, you do not need to get the note on the day that you signed the POA.

However, the closer the date of the doctor's note to the signing of the POAs and Wills the stronger the position is that you were of sound mind at the time of signing.

Can the Power of Attorney override your wishes?

Your attorneys must act in your best
attorney cannot gain a benefit from b

Can I revoke a Power of Attorne

While you are of sound mind, you ca
mind then, obviously, you can no lon

Your POA is revoked at death. (Conv
Court can also revoke a POA.

How do I revoke the Power of A

Telephone us, immediately, if you wish to revoke the Power of Attorney.

What happens if I separate, divorce or get married?

Telephone us immediately if your circumstances change.

Does my POA work outside New South Wales?

A NSW Power of Attorney only works in the State of New South Wales. If you have assets in another State, then build and sign an Enduring Power of Attorney for that other State as well.

How do the persons I nominate use the Power of Attorney?

Here are some examples:

Example 1 - Using your bank account: The persons you appoint walk into the bank and present to the bank clerk your Savings Account book and an original POA. The bank clerk stares blankly at them. The bank clerk goes to see the bank manager.

The bank manager explains to the bank clerk that those persons "now stand in your shoes". They can do whatever you could do with the bank account. The bank manager asks to take a copy of the POA for future reference. The bank manager tries to keep the original POA. But the persons you nominate decline and they get back the original POA. The transaction on the bank account takes place.

Example 2 – Signing your legal documents: You have asked the persons that you nominated to sign a legal document. For example, a lease agreement for a property you

Your money. Your attorney's duty.

An attorney must act in your best interests. Read the clauses before you grant authority to make gifts or confer benefits.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

are going to lease as a tenant. This is as you are on holidays overseas. And email is unavailable.

Your attorneys contact the landlord. They tell the landlord that there is a New South Wales Enduring POA. They tell the landlord that they are signing the lease on your behalf. They sign in their usual signature area and hand write under the signature:

> *"signed as attorney for [your name] under a POA dated ## Month, year".*

You are now bound to the lease. The landlord may photocopy the POA to keep with the lease.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,

Legal Consolidated

Legal Consolidated Barristers & Solicitors

Free legal advice comes with your document

Legal Consolidated prepares your enduring power of attorney.

If you lose capacity, your attorney can telephone us on 1800 141 612 for free legal advice about using it.

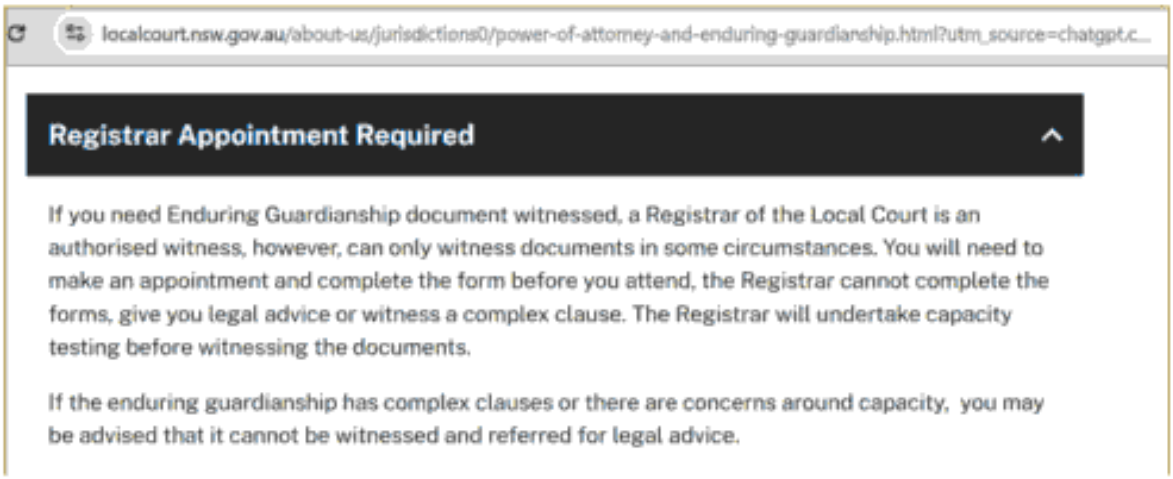
Build the Couples Estate Planning Bundle here

How to get your NSW Enduring Power of Attorney witnessed free at the Local Court

The NSW Local Court provides a free witnessing service for Enduring Powers of Attorney and Appointments of Enduring Guardian.

NSW law authorises Local Court Registrars to witness these documents. The service is free. A Registrar is authorised to witness:

- your Enduring Power of Attorney — the financial document; and
- your Appointment of Enduring Guardian — the medical, personal and lifestyle document.



Legal Consolidated prepares your documents for the Local Court service

The Local Court does not complete d
clauses that require legal advice.

- Legal Consolidated provide
- The Local Court provides free

Legal Consolidated prepares your NS
Enduring Guardian with the Local Co
the current forms and avoid unneces
Appointment of Enduring Guardian d

The information below applies to both

- the attached Enduring Power
- an Appointment of Enduring

Free witnessing at the New South Wales Local Court

Legal Consolidated prepares your documents and answers your legal questions. A Local Court Registrar can witness both New South Wales appointments for free.

Print both documents. Leave them unsigned and undated.

Build the Couples Estate Planning Bundle here

If you have not instructed Legal Consolidated to prepare an Appointment of Enduring Guardian, then ignore that information.

How do I arrange free witnessing at the NSW Local Court?

The Local Court deals with many requests. Make it easy for the Registry. Have your documents complete and ready for witnessing before you contact the Court.

1. Print your documents

Print your Legal Consolidated documents before contacting the Court.

Do not sign or date them.

Have ready:

- your NSW **Enduring Power of Attorney**;
- your NSW **Appointment of Enduring Guardian**;
- a PDF copy of each document;
- your telephone number; and
- photographic identification, such as your driver licence.

2. Telephone the Local Court Registry

Telephone your closest Local Court Registry and ask for an appointment with a Registrar to witness:

- your **Enduring Power of Att**
- your **Appointment of Enduri**

Tell the Registry that your solicitor p
except for signatures and dates.

3. If asked about the Enduring Po

Explain that your solicitor prepared th
is complete and does not contain cor

The Registry may ask you to email a
making the appointment.

Email it promptly.

4. If asked about the Appointment of Enduring Guardian

Explain that your solicitor prepared the Appointment of Enduring Guardian, that the document is complete, does not contain complex provisions and does not authorise restrictive practices.

The Registry may ask you to email a copy of the completed but unsigned document before making the appointment.

5. Attend the appointment

Take:

- the printed-out unsigned **Enduring Power of Attorney**;
- the printed-out unsigned **Appointment of Enduring Guardian**;
- your photographic identification; and
- anything else the Registry asked you to bring.

The Registrar explains the document's effect and checks that you appear to understand it.

The Registrar does not complete the document for you or give you legal advice.

Legal Consolidated is your solicitor. We provide legal advice about your Enduring Power of Attorney and Appointment of Enduring Guardian at no additional cost.

Book the Registrar before you sign

Telephone your Local Court Registry. Tell them Legal Consolidated prepared the documents. Have both unsigned documents, PDF copies and photo identification ready.

Email the unsigned copies if the Registry asks.

Build the Couples Estate Planning Bundle here

We also help your attorneys and Enduring Guardians understand how the documents operate, including if you later lose decision-making capacity. While you retain legal capacity, Legal Consolidated updates your Enduring Power of Attorney and Appointment of Enduring Guardian free of charge as often as you wish.

6. Sign only when the Registrar tells you

Do not sign or date either document before the appointment. Sign and date them only when the Registrar asks you to do so.

What if the Registrar cannot witness the documents?

Remain courteous. Ask the Registry to email you the reason the Registrar is unable to witness the document.

> "Thank you. Would you please email me the reason the Registrar is unable to witness the document? I will send it to my solicitor."

Forward the Court's email to lawyer@legalconsolidated.com.au. We review the reason given and help you work out the next step.

What if there may be questions about your mental capacity?

Age alone does not determine legal capacity. If there is a realistic prospect that someone will question your capacity, deal with it before attending the Local Court. Consider obtaining a letter from a medical doctor confirm
and effect of making the Enduring Po

Take the doctor's letter with you to t
Registrar. The Registrar must still for
before witnessing it. Contemporaneo
that you did not understand what you
evidence where capacity is likely to b

This is particularly worth considering
decision-making, recent serious illnes
waiting in the wings.

What if the Registrar cannot witness?

Ask the Registry to email its reason. Forward the email to lawyer@legalconsolidated.com.au.

Legal Consolidated can review the reason and help you work out the next step.

Build the Couples Estate Planning Bundle here

Did the 2026 Regulation end the free service?

No.

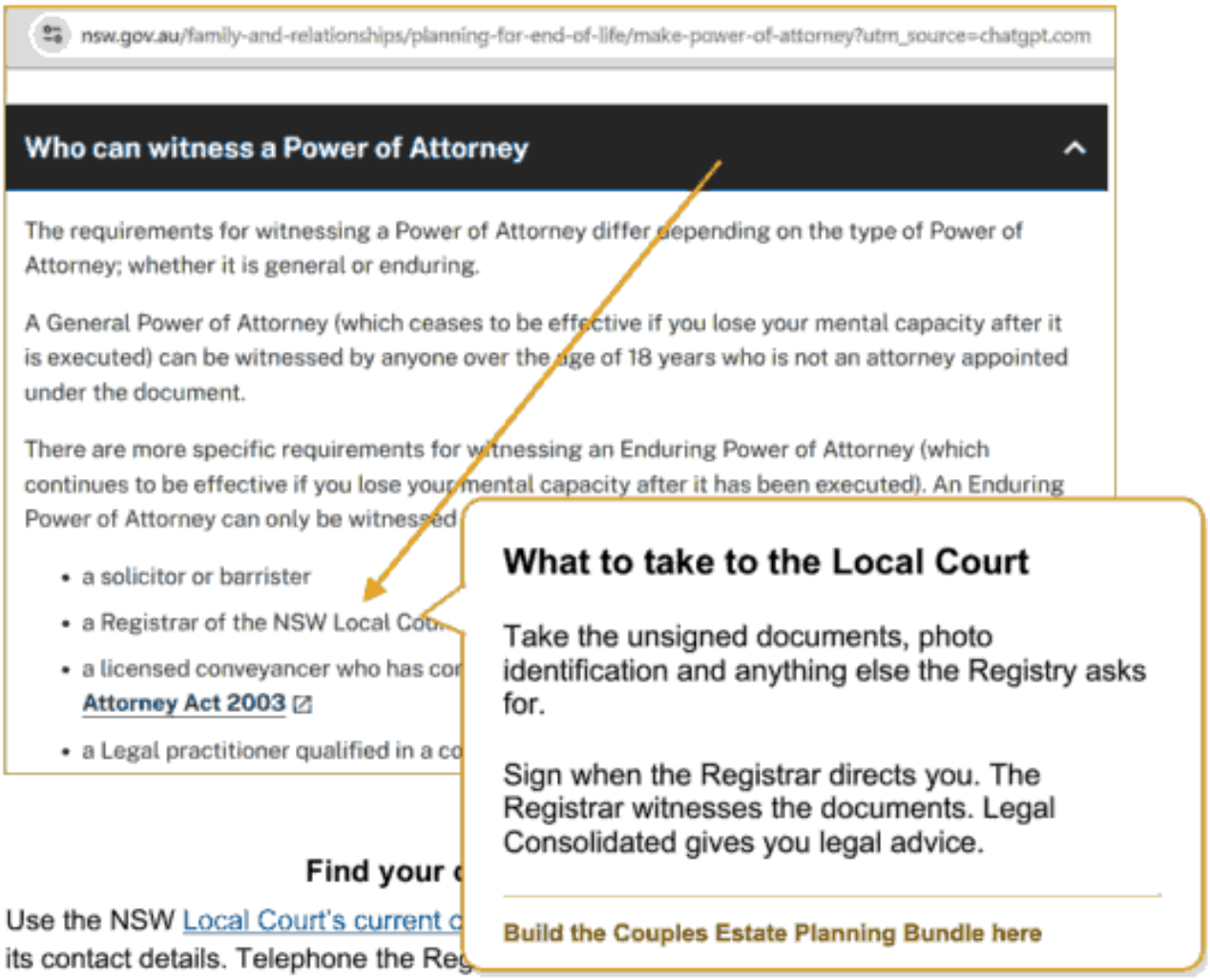
The *Guardianship Regulation 2026* (NSW) started on 1 September 2026. It introduced a new Enduring Guardian form with an optional function addressing restrictive practices.

The new form raised practical questions about the witnessing process. However, the Regulation did not remove Registrars from the *Guardianship Act 1987* (NSW). Registrars remain authorised to witness Enduring Guardians.

The Regulation also does not affect the separate *Powers of Attorney Act 2003* (NSW). Registrars also remain authorised to witness Enduring Powers of Attorney.

The NSW Local Court's published guidance confirms that Registrars are authorised witnesses for both documents and directs people to contact the Local Court for an appointment.

The Local Court provides this witnessing service free of charge. Legal Consolidated prepares its Enduring Powers of Attorney and Appointments of Enduring Guardian with that witnessing process in mind.



Find your

Use the NSW Local Court's current c
its contact details. Telephone the Reg
appointment.

LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your financial appointment

Choose who deals with your money and property. Your enduring power of attorney lets that person act within the authority you give.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

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Enduring Power of Attorney – New South Wales (Financial Power of Attorney)

Edward James Whitcombe

Enduring Power of Attorney

Complete this form by writing your responses on the lines. Clauses with options are to be completed by placing a tick in the appropriate box and ruling through those options that do not apply.

These margin notes are not part of the prescribed form and can be removed.

Please refer to the Powers of Attorney Fact Sheet that accompanies this form for more information. The Powers of Attorney Fact Sheet is also available from the Land and Property Information website at www.nswlrs.com.au

You can appoint more than one attorney. If you appoint more than one attorney, it may be useful to appoint people who can work cooperatively and in your best interest.

(Please initial the bottom of this page)

An enduring power of attorney is a legal document that allows you (the **principal**) to nominate one or more persons (referred to as **attorneys**) to act on your behalf. An enduring power of attorney gives the attorney the authority to manage your legal and financial affairs, including buying and selling real estate, shares and other assets, operating your bank accounts and spending money on your behalf.

The attorney's power continues even if for any reason you lose your mental capacity to manage your own affairs. Once you lose your mental capacity you cannot revoke this power of attorney. If you want the power of attorney to cease if you lose your mental capacity, use the **General Power of Attorney** form. An attorney under an enduring power of attorney cannot make decisions about your lifestyle or health. These decisions can only be made by a guardian (whether an enduring guardian appointed by you or a guardian appointed by the Civil and Administrative Tribunal or the Supreme Court).

The prescribed witness certificate in clause 6 of this form must be completed. Before acting a
must sign the a

Please read the
includes notes t
role and respo

Principal - The pe
Attorney - The pe
attorney. You car

Choose an attorney you trust

Think about who can deal with your bank, bills and property. Tell that person what you expect.

The free building process helps you work through the appointment.

Build the Couples Estate Planning Bundle here

1. Appointme

I, Edward James Whitcombe
of 483 George Street, Sydney NSW 2000, Australia
Date of Birth: 14 June 1974

appoint

Clara Louise Whitcombe
of 90 Swanston Street, Melbourne VIC 3000, Australia
Date of Birth: 22 September 1976

to be my attorney/s.

Enduring Power of Attorney

Tick the option that applies and rule through any that don't apply.

My attorneys are appointed: *[Tick one option only]*

- ☐ Jointly [*Your attorneys must all act together*]. I want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☐ Jointly [*Your attorneys must all act together*]. I do not want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☐ Jointly and severally [*Your attorneys may act individually or can act with the other attorneys if they choose*].

If no option is selected or the option chosen is unclear or inconsistent, I intend my attorneys to act jointly and severally.

Nomination of substitute attorney *(optional)*

If your attorney vacates office, you have the option to nominate someone else to take their place.

(See **Notes for completion** regarding the meaning of 'vacates').

If my attorney vacates office, I appoint:

Eleanor Bramwell
of 50 Macquarie Street, Hobart TAS 7000, Australia
Date of Birth: 16 April 1978

to be my substitute attorney/s.

You can choose more than one substitute attorney.

Who takes over if your attorney cannot act?

Name a substitute. Read when the substitute steps in.

Talk to both people about the role before you sign.

Build the Couples Estate Planning Bundle here

Only complete this section if more than one substitute attorney is appointed. Tick the option that applies and rule through any that don't apply.

My substitute attorney/s are to be appointed:

- ☐ Jointly *[Your attorneys must all act together]*.

  Or

- ☐ Jointly and severally *[Your attorneys may act individually or can act with the other attorneys if they choose]*.

(Please initial the bottom of this page)

You may choose to allow your attorney to use your money and assets to pay for those things listed. Tick options which you wish to apply and rule through any that don't apply.

If you have ticked the third box, please complete this section. You can confer benefits on as many people as you wish.

You can limit the attorney's power to only carry out certain tasks. For example, you can specify that the attorney may only act to sell your house, or that the attorney can only act to deal with your shares. You can also place any conditions on how those tasks are to be carried out. For example, you can require that the attorney must submit accounts to a nominated accountant every year for audit. If you do not want to have any conditions or limitations placed on your attorney, write "NIL".

(Please initial the bottom of this page)

2. Powers

My attorney may exercise the authority conferred by Part 2 of the *Powers of Attorney Act 2003* to do anything on my behalf I may lawfully authorise an attorney to do.

I give this power of attorney with the intention that it will continue to be effective if I lack the capacity through loss of mental capacity after its execution.

Additional powers (optional)

☐ ~~I authorise my attorney to give reasonable gifts as provided by section 11(2) of the *Powers of Attorney Act 2003*.~~

☐ ~~I authorise my attorney to confer benefits on the attorney to meet their reasonable~~ ... ~~the *Powers of A*~~

☐ ~~I authorise~~ ... ~~et their reason~~ ... ~~2) of the *Powe*~~ ... ~~h *person belo*~~

.....

.....

Decide what powers you give

Read the options on gifts and benefits. Think about who should benefit from your money while you are alive.

Discuss any questions with one of our lawyers at Lock and Build.

Build the Couples Estate Planning Bundle here

and (delete if not required)

.....

.....

3. Conditions and Limitations

I place the following conditions and/or limitations on the authority of my attorney:

NIL

.....

.....

.....

.....

.....

[insert any conditions and limitations- add more pages if necessary]

You may choose when this power of attorney is to commence operation. Tick the box that corresponds to when you want this power of attorney to operate. Your attorney/s (including any substitute attorney) must sign their appointment at Clause 7 below before they can act.

You must sign and have it witnessed by a prescribed witness (see Clause 6 for a list of prescribed witnesses).

A prescribed witness must complete this certificate.

Please note that a Justice of the Peace (i.e. a J.P.) is not a prescribed witness.

(Please initial the bottom of this page)

4. Commencement

This power of attorney operates: [*Tick one option only*]

☒ Once the attorney has accepted their appointment by signing this document.

☐ Once a medical practitioner considers that I am unable to manage my affairs (and provides a document to that effect).

☐ Once my attorney considers that I need assistance managing my affairs.

☐ Other.....

If no option is selected or the options chosen are unclear or inconsistent, I intend that the power of attorney will operate once my attorney has accepted their appointment by signing this document.

5. Your signature to make the appointment

Signature: .....

Date: ____/____/____

Signature of prescribed witness

Full name of presc

Address of pre

.....

6. Certificate u

I, ...

certify the followin

a) I explained the

b) The principal a

c) I am a prescribed witness.

d) I am not an attorney under this power of attorney.

e) I have witnessed the signature of this power of attorney by the principal.

Signature: ..... Date: ____/____/____

Tick the appropriate category

☐ Australian legal practitioner,

☐ Registrar of the Local Court,

☐ Licensed Conveyancer who has successfully completed a course of study approved by the Minister,

☐ NSW Trustee and Guardian employee who has successfully completed a course of study approved by the Minister,

☐ A trustee company employee who has successfully completed a course of study approved by the Minister,

☐ Legal Practitioner qualified in a country other than Australia who is instructed and employed independently of any legal practitioner appointed as an attorney under this power of attorney.

When should the power start?

Read the start options during the free building process. Decide when you want the attorney to have authority.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

Please see a solicitor should the attorney fail to abide by their responsibilities. The Police or the Supreme Court of NSW may also need to be involved.

7. Acceptance by attorney

a) I accept that I must always act in the principal's best interests.
b) I accept that as attorney I must keep my own money and property separate from the principal's money and property.
c) I accept that I should keep reasonable accounts and records of the principal's money and property.
d) I accept that unless expressly authorised, I cannot gain a benefit from being an attorney.
e) I accept that I must act honestly in all matters concerning the principal's legal and financial affairs.

Failure to do any of the above may incur civil and/or criminal penalties.

Signature: ..... Date: ____/____/____

Name: Clara Louise Whitcombe

and

Signature: .....

Name: Eleanor Bra

The Attorney signs here. Add pages if there are more than two attorneys, including any substitute attorneys

When the bank keeps the original

A bank refused to return our client's original enduring power of attorney to the children. We telephoned the branch manager. We wrote to the bank. The bank still held the original.

One of our lawyers contacted a lawyer at the bank's Melbourne office. We got the original back into the children's hands.

If your attorneys need help using the document, they can telephone Legal Consolidated on 1800 141 612 for free legal advice.

Build the Couples Estate Planning Bundle here

NSW LRS USE ONLY

(Please initial the bottom of this page)

Enduring Power of Attorney

Important information

- A power of attorney is an important and powerful legal document. You should get legal advice before you sign it.
- It is important that you trust the person you are appointing as attorney to make financial decisions on your behalf. Your attorney must be over 18 years old and must not be bankrupt or insolvent. If your financial affairs are complicated, you should appoint an attorney who has the skills to deal with complex financial arrangements.
- A power of attorney cannot be used for health or lifestyle decisions. You should appoint an enduring guardian under the *Guardianship Act 1987* if you want a particular person to make these decisions. For further information, contact the Civil and Administrative Tribunal or NSW Trustee and Guardian.
- Clause 2 of the power of attorney contains powers which will permit your attorney to use your money and assets for the attorney or anyone else as provided. You should only tick those boxes in Clause 2 if you choose that your attorney is to have that power.
- This power of attorney is for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other States and Territories in Australia may give effect to this power of attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.
- Your attorney must keep the attorney's own mone… are joint owners, or operate joint bank accounts. Your … money and property. Usually the cost of providing … from you.
- If your attorney is signing certain documents tha… NSW Land Registry Services. Please contact NSW LR… st be registered.
- An attorney must always act in your best interest. I… ur best interest, you should consider revoking the po… capacity. If you revoke the power of attorney you s… er your attorney. The attorney must stop acting imme…
- This power of attorney does not automatically revo… earlier power of attorney that you do not want to co… e that you notify the attorney, preferably in writing, of the revocation, if you have not already done so. You should also give notice of the revocation to anyone who is aware of the earlier power of attorney, such as a bank.

Money and care are separate decisions

The enduring power of attorney deals with money and property. The appointment of enduring guardian deals with medical, personal and lifestyle decisions.

The Couples Bundle includes both.

Build the Couples Estate Planning Bundle here

Enduring Power of Attorney

Notes for completion

Joint attorneys

If you appoint more than one attorney, you should indicate whether the attorneys are to act jointly, or jointly and severally. Attorneys who are appointed jointly are only able to act and make decisions together.

Attorneys who are appointed jointly and severally (i.e. together or separately) are able to act and make decisions independently of each other. However, you can specify that a simple majority (if you appoint 3 or more attorneys) must agree before they can act.

Substitute attorneys

If you appoint a substitute attorney, the substitute attorneys will only have authority to act as your attorney if the first appointed attorney dies, resigns or vacates their position.

You can specify for whom the substitute is to act (e.g. if you appoint A and B as attorneys and X and Y as substitutes, you can specify that X takes A's place if A vacates office).

A substitute attorney must sign an acceptance of their appointment in Clause 7 before they can act as attorney.

Attorney vacates office

If you have appointed a substitute attorney, it may be
the original attorney is attached to this power of attor
that the substitute attorney is entitled to act for you

Section 5 of the *Powers of Attorney Act 2003* states t
resigns, becomes bankrupt, loses mental capacity or

Further information

For information on powers of attorney, the attorney's
www.nswlrs.com.au, the NSW Trustee and Guardian

The NSW Government's Planning Ahead Tools web
and resources about powers of attorney, enduring gu

Think through how attorneys act together

If you appoint more than one, decide whether they must act together or may act separately.

Read the options in the free building process. Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference: Couples Estate Planning Bundle
Our Reference: 9601511183834
Telephone: 1800 141 612

15 November 2026

Clara Louise Whitcombe
90 Swanston Street
Melbourne VIC 3000
Australia

Dear Clara,

NSW Enduring Power of Attorney

Attached is the **New South Wales En**

How to print your POA

When you are satisfied that the PO
correct:

1. Download the PDF (Do not
2. Print the PDF Printer
100% s
3. Print single sided (NOT duplex).

How to sign my Power of Attorn

Telephone your NSW Local Court (se
the Registrar. The local court witness

If you cannot get access to the NSW Local Court then we can arrange for you to sign before a lawyer. This is via a video call. However, there is an additional cost for this service.

Your signature must be witnessed by a 'prescribed witness'. A Justice of the Peace (JP) is not a prescribed witness. Your witness cannot be an attorney under this POA.

Free and ongoing advice for your attorney

The advantages of having our law firm prepare your POA:

1. Included in the cost of your POA is free advice for your attorney. Your attorneys are not alone. Our law firm forever and as often as needed, helps your attorneys and shows them how to use the POA. We give you and your family ongoing support.

Two appointments in every jurisdiction

We prepare all 16 types across Australia. That is two for each state and territory: one for financial decisions and one for medical and lifestyle decisions.

Legal Consolidated prepares your documents. Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

2. If you lose mental capacity, your Attorneys are welcome to telephone us for help and assurance. There is no additional cost.
3. Many homemade POAs are incorrect. Sadly, this often becomes apparent only when they are needed.
4. There is information on how to use the POA in this cover letter.
5. Finally, there are unlimited updates on the POA. The POA can be updated as often as you wish for free. This is while you have mental capacity.

This POA only works in New South Wales. If you have assets in another State, then instruct us prepare a POA for that State as well.

Do my attorneys need to sign with me – at the same time?

Your attorneys can sign on another day, in another country and with any coloured pen.

Your attorneys do **not** need to sign with you. Also, they do not need to be together when they sign.

Your attorneys must accept the

Your attorneys cannot act until they s
every attorney, including any subs

Does my Power of Attorney hav

There is no lodgement required. You

However, it is good practice to give y
where the original is kept.

Does my POA need to be regist

To be valid a Power of Attorney does
Services (NSW LRS).

Your attorneys must accept

Your attorneys sign to accept their appointments before they act. Tell them where you keep the signed document.

If they need help, they can telephone Legal Consolidated on 1800 141 612 for free legal advice.

Build the Couples Estate Planning Bundle here

Sometimes a bank manager may want to see a Land Registry number.

However, registration is not required for your POA to be valid. But if your attorney signs certain documents that affect real estate, the POA must be registered at NSW LRS. Telephone NSW LRS on 02 8776 3575 to check whether your POA must be registered. Lawyers and NSW LRS charge for registering each POA.

Does the Power of Attorney need to be stamped?

No. Your POA is not dutiable.

Get a Doctor's Certificate to say you are of sound mind

1. You must have full legal capacity to sign a legal document such as a POA or Will.
2. Also, your attorneys must be able to prove you were of sound mind when you signed the POA.

Ask your doctor to give you a note to say you are of sound mind. Keep the doctor's note with the POA. (**Do not** staple the doctor's note to the POA).

A doctor's note is not required merely to make your POA valid. However, it provides useful evidence that you had capacity when you signed. Doctors usually have their preferred wording, or they can use:

> *I have examined my patient. I am satisfied my patient has full mental capacity to sign legal documents.*

You can get the doctor's note either before or after you sign the POA. Usually, you do not need to get the note on the day that you signed the POA.

However, the closer the date of the doctor's note to the signing of the POAs and Wills the stronger the position is that you were of sound mind at the time of signing.

Can the Power of Attorney override your wishes?

Your attorneys must act in your best
attorney cannot gain a benefit from b

Can I revoke a Power of Attorne

While you are of sound mind, you ca
mind then, obviously, you can no lon

Your POA is revoked at death. (Conv
Court can also revoke a POA.

How do I revoke the Power of A

Telephone us, immediately, if you wish to revoke the Power of Attorney.

What happens if I separate, divorce or get married?

Telephone us immediately if your circumstances change.

Does my POA work outside New South Wales?

A NSW Power of Attorney only works in the State of New South Wales. If you have assets in another State, then build and sign an Enduring Power of Attorney for that other State as well.

How do the persons I nominate use the Power of Attorney?

Here are some examples:

Example 1 - Using your bank account: The persons you appoint walk into the bank and present to the bank clerk your Savings Account book and an original POA. The bank clerk stares blankly at them. The bank clerk goes to see the bank manager.

The bank manager explains to the bank clerk that those persons "now stand in your shoes". They can do whatever you could do with the bank account. The bank manager asks to take a copy of the POA for future reference. The bank manager tries to keep the original POA. But the persons you nominate decline and they get back the original POA. The transaction on the bank account takes place.

Example 2 – Signing your legal documents: You have asked the persons that you nominated to sign a legal document. For example, a lease agreement for a property you

Your money. Your attorney's duty.

An attorney must act in your best interests. Read the clauses before you grant authority to make gifts or confer benefits.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

are going to lease as a tenant. This is as you are on holidays overseas. And email is unavailable.

Your attorneys contact the landlord. They tell the landlord that there is a New South Wales Enduring POA. They tell the landlord that they are signing the lease on your behalf. They sign in their usual signature area and hand write under the signature:

> *"signed as attorney for [your name] under a POA dated ## Month, year".*

You are now bound to the lease. The landlord may photocopy the POA to keep with the lease.

This now concludes the matter. Thank you for your instructions.

Yours sincerely,

Legal Consolidated

Legal Consolidated Barristers & Solicitors

Free legal advice comes with your document

Legal Consolidated prepares your enduring power of attorney.

If you lose capacity, your attorney can telephone us on 1800 141 612 for free legal advice about using it.

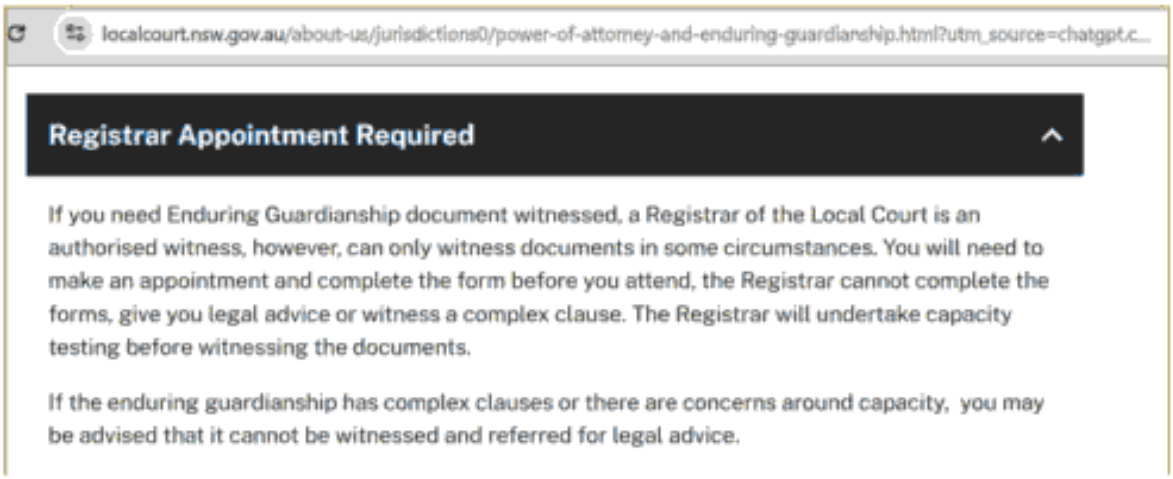
Build the Couples Estate Planning Bundle here

How to get your NSW Enduring Power of Attorney witnessed free at the Local Court

The NSW Local Court provides a free witnessing service for Enduring Powers of Attorney and Appointments of Enduring Guardian.

NSW law authorises Local Court Registrars to witness these documents. The service is free. A Registrar is authorised to witness:

- your Enduring Power of Attorney — the financial document; and
- your Appointment of Enduring Guardian — the medical, personal and lifestyle document.



Legal Consolidated prepares your documents for the Local Court service

The Local Court does not complete d
clauses that require legal advice.

- Legal Consolidated provide
- The Local Court provides free

Legal Consolidated prepares your NS
Enduring Guardian with the Local Co
the current forms and avoid unneces
Appointment of Enduring Guardian d

The information below applies to both

- the attached Enduring Power
- an Appointment of Enduring

Free witnessing at the New South Wales Local Court

Legal Consolidated prepares your documents and answers your legal questions. A Local Court Registrar can witness both New South Wales appointments for free.

Print both documents. Leave them unsigned and undated.

Build the Couples Estate Planning Bundle here

If you have not instructed Legal Consolidated to prepare an Appointment of Enduring Guardian, then ignore that information.

How do I arrange free witnessing at the NSW Local Court?

The Local Court deals with many requests. Make it easy for the Registry. Have your documents complete and ready for witnessing before you contact the Court.

1. Print your documents

Print your Legal Consolidated documents before contacting the Court.

Do not sign or date them.

Have ready:

- your NSW **Enduring Power of Attorney**;
- your NSW **Appointment of Enduring Guardian**;
- a PDF copy of each document;
- your telephone number; and
- photographic identification, such as your driver licence.

2. Telephone the Local Court Registry

Telephone your closest Local Court Registry and ask for an appointment with a Registrar to witness:

- your **Enduring Power of Att**
- your **Appointment of Enduri**

Tell the Registry that your solicitor p
except for signatures and dates.

3. If asked about the Enduring Po

Explain that your solicitor prepared th
is complete and does not contain cor

The Registry may ask you to email a
making the appointment.

Email it promptly.

4. If asked about the Appointment of Enduring Guardian

Explain that your solicitor prepared the Appointment of Enduring Guardian, that the document is complete, does not contain complex provisions and does not authorise restrictive practices.

The Registry may ask you to email a copy of the completed but unsigned document before making the appointment.

5. Attend the appointment

Take:

- the printed-out unsigned **Enduring Power of Attorney**;
- the printed-out unsigned **Appointment of Enduring Guardian**;
- your photographic identification; and
- anything else the Registry asked you to bring.

The Registrar explains the document's effect and checks that you appear to understand it.

The Registrar does not complete the document for you or give you legal advice.

Legal Consolidated is your solicitor. We provide legal advice about your Enduring Power of Attorney and Appointment of Enduring Guardian at no additional cost.

Book the Registrar before you sign

Telephone your Local Court Registry. Tell them Legal Consolidated prepared the documents. Have both unsigned documents, PDF copies and photo identification ready.

Email the unsigned copies if the Registry asks.

Build the Couples Estate Planning Bundle here

We also help your attorneys and Enduring Guardians understand how the documents operate, including if you later lose decision-making capacity. While you retain legal capacity, Legal Consolidated updates your Enduring Power of Attorney and Appointment of Enduring Guardian free of charge as often as you wish.

6. Sign only when the Registrar tells you

Do not sign or date either document before the appointment. Sign and date them only when the Registrar asks you to do so.

What if the Registrar cannot witness the documents?

Remain courteous. Ask the Registry to email you the reason the Registrar is unable to witness the document.

> "Thank you. Would you please email me the reason the Registrar is unable to witness the document? I will send it to my solicitor."

Forward the Court's email to lawyer@legalconsolidated.com.au. We review the reason given and help you work out the next step.

What if there may be questions about your mental capacity?

Age alone does not determine legal capacity. If there is a realistic prospect that someone will question your capacity, deal with it before attending the Local Court. Consider obtaining a letter from a medical doctor confirm
and effect of making the Enduring Po

Take the doctor's letter with you to t
Registrar. The Registrar must still for
before witnessing it. Contemporaneo
that you did not understand what you
evidence where capacity is likely to b

This is particularly worth considering
decision-making, recent serious illnes
waiting in the wings.

What if the Registrar cannot witness?

Ask the Registry to email its reason. Forward the email to lawyer@legalconsolidated.com.au.

Legal Consolidated can review the reason and help you work out the next step.

Build the Couples Estate Planning Bundle here

Did the 2026 Regulation end the free service?

No.

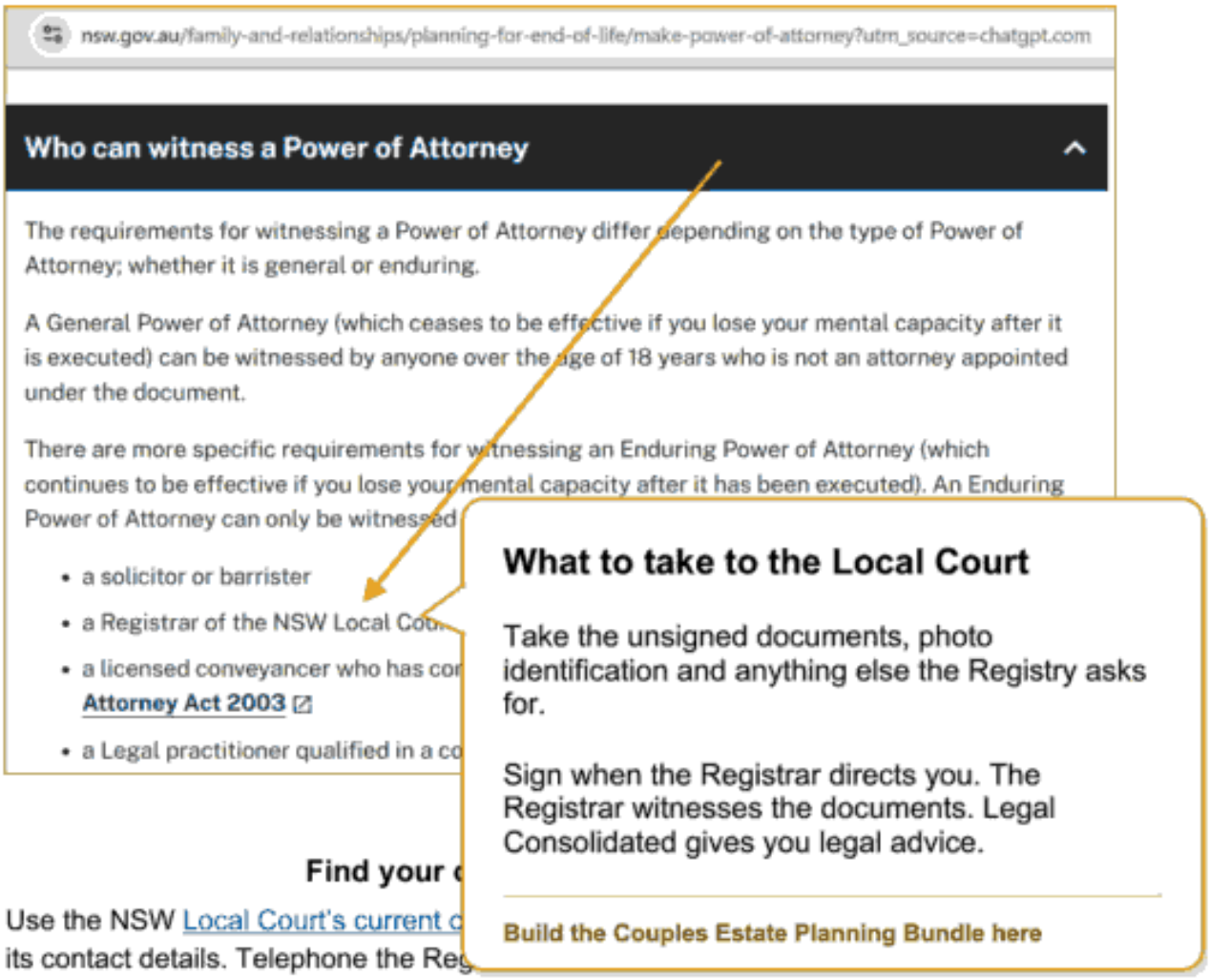
The *Guardianship Regulation 2026* (NSW) started on 1 September 2026. It introduced a new Enduring Guardian form with an optional function addressing restrictive practices.

The new form raised practical questions about the witnessing process. However, the Regulation did not remove Registrars from the *Guardianship Act 1987* (NSW). Registrars remain authorised to witness Enduring Guardians.

The Regulation also does not affect the separate *Powers of Attorney Act 2003* (NSW). Registrars also remain authorised to witness Enduring Powers of Attorney.

The NSW Local Court's published guidance confirms that Registrars are authorised witnesses for both documents and directs people to contact the Local Court for an appointment.

The Local Court provides this witnessing service free of charge. Legal Consolidated prepares its Enduring Powers of Attorney and Appointments of Enduring Guardian with that witnessing process in mind.



Find your

Use the NSW Local Court's current c
its contact details. Telephone the Reg
appointment.

LEGAL
CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your financial appointment

Choose who deals with your money and property. Your enduring power of attorney lets that person act within the authority you give.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

Enduring Power of Attorney – New South Wales (Financial Power of Attorney)

Clara Louise Whitcombe

Enduring Power of Attorney

Complete this form by writing your responses on the lines. Clauses with options are to be completed by placing a tick in the appropriate box and ruling through those options that do not apply.

These margin notes are not part of the prescribed form and can be removed.

Please refer to the Powers of Attorney Fact Sheet that accompanies this form for more information. The Powers of Attorney Fact Sheet is also available from the Land and Property Information website at www.nswlrs.com.au

You can appoint more than one attorney. If you appoint more than one attorney, it may be useful to appoint people who can work cooperatively and in your best interest.

(Please initial the bottom of this page)

An enduring power of attorney is a legal document that allows you (the **principal**) to nominate one or more persons (referred to as **attorneys**) to act on your behalf. An enduring power of attorney gives the attorney the authority to manage your legal and financial affairs, including buying and selling real estate, shares and other assets, operating your bank accounts and spending money on your behalf.

The attorney's power continues even if for any reason you lose your mental capacity to manage your own affairs. Once you lose your mental capacity you cannot revoke this power of attorney. If you want the power of attorney to cease if you lose your mental capacity, use the **General Power of Attorney** form. An attorney under an enduring power of attorney cannot make decisions about your lifestyle or health. These decisions can only be made by a guardian (whether an enduring guardian appointed by you or a guardian appointed by the Civil and Administrative Tribunal or the Supreme Court).

The prescribed witness certificate in clause 6 of this form must be completed. Before acting a
must sign the a

Please read the
includes notes t
role and respo

Principal - The pe
Attorney - The pe
attorney. You car

Choose an attorney you trust

Think about who can deal with your bank, bills and property. Tell that person what you expect.

The free building process helps you work through the appointment.

Build the Couples Estate Planning Bundle here

1. Appointme

I, Clara Louise Whitcombe
of 90 Swanston Street, Melbourne VIC 3000, Australia
Date of Birth: 22 September 1976

appoint

Edward James Whitcombe
of 483 George Street, Sydney NSW 2000, Australia
Date of Birth: 14 June 1974

to be my attorney/s.

Enduring Power of Attorney

Tick the option that applies and rule through any that don't apply.

My attorneys are appointed: *[Tick one option only]*

- ☐ Jointly [*Your attorneys must all act together*]. I want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☐ Jointly [*Your attorneys must all act together*]. I do not want the appointment to be terminated if one of the attorneys dies, resigns or otherwise vacates office.
- ☐ Jointly and severally [*Your attorneys may act individually or can act with the other attorneys if they choose*].

If no option is selected or the option chosen is unclear or inconsistent, I intend my attorneys to act jointly and severally.

(See **Notes for completion** regarding the meaning of 'vacates').

Nomination of substitute attorney *(optional)*

If your attorney vacates office, you have the option to nominate someone else to take their place.

If my attorney vacates office, I appoint:

Martin Bramwell
of 180 London Circuit, Canberra ACT 2601, Australia
Date of Birth: 12 November 1975

to be my substitute attorney/s.

You can choose more than one substitute attorney.

Who takes over if your attorney cannot act?

Name a substitute. Read when the substitute steps in.

Talk to both people about the role before you sign.

Build the Couples Estate Planning Bundle here

Only complete this section if more than one substitute attorney is appointed. Tick the option that applies and rule through any that don't apply.

My substitute attorney/s are to be appointed:

- ☐ Jointly *[Your attorneys must all act together]*.

  Or

- ☐ Jointly and severally *[Your attorneys may act individually or can act with the other attorneys if they choose]*.

(Please initial the bottom of this page)

You may choose to allow your attorney to use your money and assets to pay for those things listed. Tick options which you wish to apply and rule through any that don't apply.

If you have ticked the third box, please complete this section. You can confer benefits on as many people as you wish.

You can limit the attorney's power to only carry out certain tasks. For example, you can specify that the attorney may only act to sell your house, or that the attorney can only act to deal with your shares. You can also place any conditions on how those tasks are to be carried out. For example, you can require that the attorney must submit accounts to a nominated accountant every year for audit. If you do not want to have any conditions or limitations placed on your attorney, write "NIL".

(Please initial the bottom of this page)

2. Powers

My attorney may exercise the authority conferred by Part 2 of the *Powers of Attorney Act 2003* to do anything on my behalf I may lawfully authorise an attorney to do.

I give this power of attorney with the intention that it will continue to be effective if I lack the capacity through loss of mental capacity after its execution.

Additional powers (optional)

☐ ~~I authorise my attorney to give reasonable gifts as provided by section 11(2) of the *Powers of Attorney Act 2003*.~~

☐ ~~I authorise my attorney to confer benefits on the attorney to meet their reasonable~~ ... ~~the *Powers of A*~~

☐ ~~I authorise~~ ... ~~et their reason~~ ... ~~2) of the *Powe*~~ ... ~~h *person belo*~~

.....

.....

Decide what powers you give

Read the options on gifts and benefits. Think about who should benefit from your money while you are alive.

Discuss any questions with one of our lawyers at Lock and Build.

Build the Couples Estate Planning Bundle here

and (delete if not required)

.....

.....

3. Conditions and Limitations

I place the following conditions and/or limitations on the authority of my attorney:

NIL

.....

.....

.....

.....

.....

[insert any conditions and limitations- add more pages if necessary]

You may choose when this power of attorney is to commence operation. Tick the box that corresponds to when you want this power of attorney to operate. Your attorney/s (including any substitute attorney) must sign their appointment at Clause 7 below before they can act.

You must sign and have it witnessed by a prescribed witness (see Clause 6 for a list of prescribed witnesses).

A prescribed witness must complete this certificate.

Please note that a Justice of the Peace (i.e. a J.P.) is not a prescribed witness.

(Please initial the bottom of this page)

4. Commencement

This power of attorney operates: *[Tick one option only]*

☒ Once the attorney has accepted their appointment by signing this document.

☐ Once a medical practitioner considers that I am unable to manage my affairs (and provides a document to that effect).

☐ Once my attorney considers that I need assistance managing my affairs.

☐ Other.....

If no option is selected or the options chosen are unclear or inconsistent, I intend that the power of attorney will operate once my attorney has accepted their appointment by signing this document.

5. Your signature to make the appointment

Signature: .....

Date: ____/____/____

Signature of prescribed witness

Full name of presc

Address of pre

.....

6. Certificate u

I, ...

certify the followin

a) I explained the
b) The principal a
c) I am a prescribed witness.
d) I am not an attorney under this power of attorney.
e) I have witnessed the signature of this power of attorney by the principal.

Signature: ..... Date: ____/____/____

Tick the appropriate category

☐ Australian legal practitioner,
☐ Registrar of the Local Court,
☐ Licensed Conveyancer who has successfully completed a course of study approved by the Minister,
☐ NSW Trustee and Guardian employee who has successfully completed a course of study approved by the Minister,
☐ A trustee company employee who has successfully completed a course of study approved by the Minister,
☐ Legal Practitioner qualified in a country other than Australia who is instructed and employed independently of any legal practitioner appointed as an attorney under this power of attorney.

When should the power start?

Read the start options during the free building process. Decide when you want the attorney to have authority.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

Please see a solicitor should the attorney fail to abide by their responsibilities. The Police or the Supreme Court of NSW may also need to be involved.

7. Acceptance by attorney

a) I accept that I must always act in the principal's best interests.
b) I accept that as attorney I must keep my own money and property separate from the principal's money and property.
c) I accept that I should keep reasonable accounts and records of the principal's money and property.
d) I accept that unless expressly authorised, I cannot gain a benefit from being an attorney.
e) I accept that I must act honestly in all matters concerning the principal's legal and financial affairs.

Failure to do any of the above may incur civil and/or criminal penalties.

Signature: ..... Date: ____/____/____

Name: Edward James Whitcombe

and

Signature: ..... Date: ____/____/____

Name: Martin Bram[illegible]

The Attorney signs here. Add pages if there are more than two attorneys, including any substitute attorneys

Before your attorney goes to the bank

Show your attorney where you keep the signed document. Ask the bank what it needs to see.

If your attorney has trouble using the document, telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

NSW LRS USE ONLY

(Please initial the bottom of this page)

Enduring Power of Attorney

Important information

- A power of attorney is an important and powerful legal document. You should get legal advice before you sign it.
- It is important that you trust the person you are appointing as attorney to make financial decisions on your behalf. Your attorney must be over 18 years old and must not be bankrupt or insolvent. If your financial affairs are complicated, you should appoint an attorney who has the skills to deal with complex financial arrangements.
- A power of attorney cannot be used for health or lifestyle decisions. You should appoint an enduring guardian under the *Guardianship Act 1987* if you want a particular person to make these decisions. For further information, contact the Civil and Administrative Tribunal or NSW Trustee and Guardian.
- Clause 2 of the power of attorney contains powers which will permit your attorney to use your money and assets for the attorney or anyone else as provided. You should only tick those boxes in Clause 2 if you choose that your attorney is to have that power.
- This power of attorney is for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other States and Territories in Australia may give effect to this power of attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.
- Your attorney must keep the attorney's own mone… are joint owners, or operate joint bank accounts. Your … money and property. Usually the cost of providing … from you.
- If your attorney is signing certain documents tha… NSW Land Registry Services. Please contact NSW LR… st be registered.
- An attorney must always act in your best interest. I… ur best interest, you should consider revoking the po… capacity. If you revoke the power of attorney you s… er your attorney. The attorney must stop acting imme…
- This power of attorney does not automatically revo… earlier power of attorney that you do not want to co… e that you notify the attorney, preferably in writing, of the revocation, if you have not already done so. You should also give notice of the revocation to anyone who is aware of the earlier power of attorney, such as a bank.

Money and care are separate decisions

The enduring power of attorney deals with money and property. The appointment of enduring guardian deals with medical, personal and lifestyle decisions.

The Couples Bundle includes both.

Build the Couples Estate Planning Bundle here

Enduring Power of Attorney

Notes for completion

Joint attorneys

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If you appoint a substitute attorney, the substitute attorneys will only have authority to act as your attorney if the first appointed attorney dies, resigns or vacates their position.

You can specify for whom the substitute is to act (e.g. if you appoint A and B as attorneys and X and Y as substitutes, you can specify that X takes A's place if A vacates office).

A substitute attorney must sign an acceptance of their appointment in Clause 7 before they can act as attorney.

Attorney vacates office

If you have appointed a substitute attorney, it may be
the original attorney is attached to this power of attor
that the substitute attorney is entitled to act for you

Section 5 of the *Powers of Attorney Act 2003* states t
resigns, becomes bankrupt, loses mental capacity or

Further information

For information on powers of attorney, the attorney's
www.nswlrs.com.au, the NSW Trustee and Guardian

The NSW Government's Planning Ahead Tools web
and resources about powers of attorney, enduring gu

Think through how attorneys act together

If you appoint more than one, decide whether they must act together or may act separately.

Read the options in the free building process. Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

LEGAL CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference: Couples Estate Planning Bundle
Our Reference: 9601511183834 / admin
Telephone: 1800 141 612

15 November 2026

Edward James Whitcombe
483 George Street
Sydney NSW 2000
Australia

Dear Edward,

Enduring Guardianship New South Wales

(Power of Attorney for lifestyle and medical decisions)

Thank you for instructing us to prepar
Appointment of Enduring Guardian fo
Medical POA).

How to print your document

When you are satisfied that the docu

1. Download the PDF (Don't p
2. Print the PDF Printer
100% s
3. Print single sided (NOT duple

When you are satisfied that the docu
out. You need to sign this document
sign another time. They do not need to sign with you. Your Guardians can accept another day.)

Who can witness your Enduring Guardianship?

I have attached a list of people who can witness your Enduring Guardianship

1. Contact your local NSW Local Court Registry to arrange free witnessing by a Registrar. Confirm that the Registry is providing the service before attending.
2. Any Australian lawyer can witness your document. Ask the lawyer about their witnessing fee.

Choose who speaks for you

Choose who makes medical and lifestyle decisions for you if you lose capacity. Talk to them about where you want to live and what matters to you about treatment.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

Do my Guardians need to be present when I sign?

The persons you nominate are called 'Guardians'. The Guardians do **not** need to be with you when you sign the Power of Guardianship. They may be in different states or even different countries, and they can sign at another time.

Let's say you appointed your two children to hold the Power of Guardianship. You may live in Sydney. Child one lives in Melbourne and child two lives in London. That is fine. You sign and then post the document to Melbourne. Your child in Melbourne then posts the document to your child in London to sign. This can be done over months or even years.

Free and ongoing advice for your attorneys on how to use the Medical POA

Included in the cost of your Enduring
Your Guardians are not alone. Firstly
Guardianship in this covering letter.
shows them how to use the Enduring
away.

We give you and your family ongoing
a parent loses mental capacity the ch
no further cost, explain how to use th

Further, there are unlimited updates
updated as often as you wish.

What is an Enduring Guardianship

This document empowers you to deci
healthcare decisions are made. This is if you become unable to make those decisions yourself.

Her husband needed authority to act

A client wanted to move his wife from aged care. The facility told him that he had no authority to move her. We helped him use her medical appointment.

If your guardian needs help acting, they can telephone Legal Consolidated on 1800 141 612 for free legal advice.

Build the Couples Estate Planning Bundle here

Don't my spouse and children make decisions for me - anyway?

Yes, to a limited extent your spouse and children do have some rights to protect you. However, the Enduring Guardianship gives greater rights.

Your Guardians have greater rights.

When does the document come into effect?

Your enduring guardian makes decisions within the functions granted by this appointment when you are unable to make those decisions yourself.

Get a medical certificate before signing

Legal Consolidated requires you to obtain a medical certificate before you sign this appointment.

Ask your doctor to confirm that, when examined, you understood the nature and effect of appointing an enduring guardian. Keep the certificate with your appointment. If you are unable to obtain the certificate, telephone us before signing. The certificate supports the evidence of your capacity and does not replace the witness's assessment.

Making copies

Protect and carefully store your Enduring Guardianship. Ask whoever needs it to take a copy. They can then "certify" (confirm it is a true copy) the document and keep the copy. Always get your original document back. Telephone us if someone is refusing to hand you back the original.

Can a Guardian override my wishes?

By law it is only used for your best interests. It cannot be used to benefit anyone else. It is in place to protect you. If you lose confidence in your guardian, then revoke the Enduring Guardianship if you are still of sound mind.

Can I revoke this document?

You must have capacity to revoke this appointment. Contact us before revoking it so we can prepare the required notice and explain the witnessing and service requirements.

The court can also revoke this document.

Your document is revoked at death. (Conversely, your Will only takes effect at death.)

How do I revoke this document?

Telephone us, immediately.

What happens if I separate, divo

Telephone us, immediately.

This now concludes the matter. Than
Yours sincerely,

Legal Consolidated

Legal Consolidated Barristers & Solic

Review your appointment when life changes

Has someone you appointed died or become unable to act? Has your family situation changed?

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers. Your documents come with free updates.

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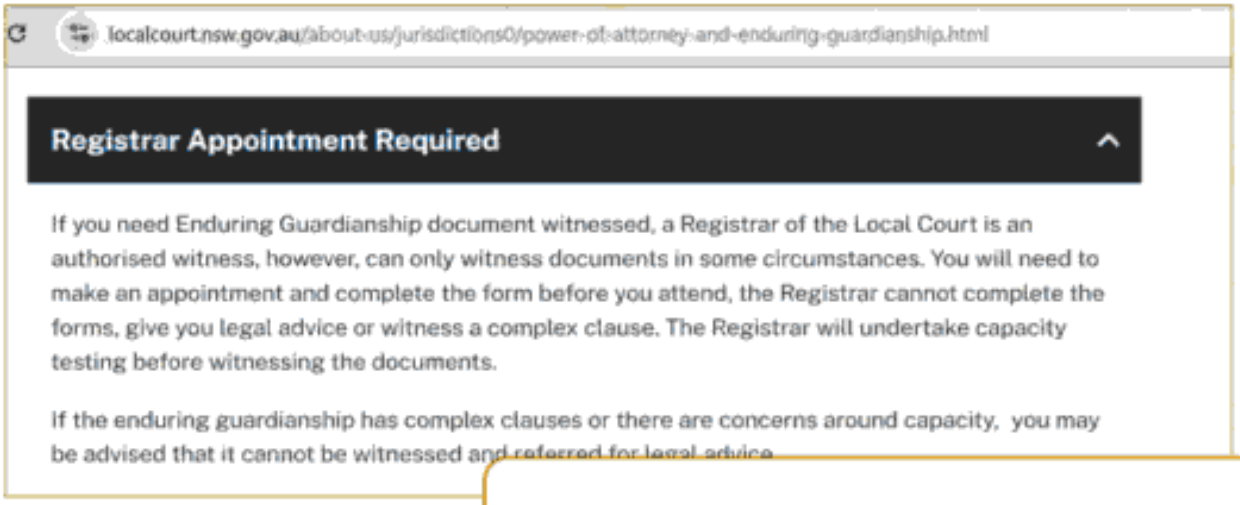
How to get your NSW Appointment of Enduring Guardian witnessed free at the Local Court

The NSW Local Court provides a free witnessing service for Enduring Powers of Attorney and Appointments of Enduring Guardian.

NSW law authorises Local Court Registrars to witness these documents. The service is free. A Registrar is authorised to witness:

- your Enduring Power of Attorney — the financial document; and
- the attached Appointment of Enduring Guardian — the medical, personal and lifestyle document.



Legal Consolidated prepares

The Local Court does not complete
clauses that require legal advice.

- Legal Consolidated provides
- The Local Court provides free

Legal Consolidated prepares your N
Enduring Guardian with the Local Co
the current forms and avoid unneces
Appointment of Enduring Guardian d

Free witnessing for both New South Wales appointments

The Local Court Registrar can witness the enduring power of attorney and appointment of enduring guardian for free.

Legal Consolidated prepares both documents with the witnessing process in mind.

Build the Couples Estate Planning Bundle here

The information below applies to your Appointment of Enduring Guardian and, if Legal Consolidated also prepared one for you, your Enduring Power of Attorney:

- your Enduring Power of Attorney, if Legal Consolidated also prepared one for you (money and assets); and
- the attached Appointment of Enduring Guardian (health, personal and lifestyle decisions).

How do I arrange free witnessing at the NSW Local Court?

The Local Court deals with many requests. Make it easy for the Registry. Have your documents complete and ready for witnessing before you contact the Court.

Print your documents

Print your Legal Consolidated documents before contacting the Court.

Do not sign or date them.

Have ready:

- your NSW Enduring Power of Attorney, if Legal Consolidated also prepared one for you;
- your NSW **Appointment of Enduring Guardian**;
- a PDF copy of each document you want witnessed;
- your telephone number; and
- photographic identification, such as your driver licence.

Telephone the Local Court Registry

Telephone your closest Local Court Registry and ask for an appointment with a Registrar to witness:

- your Enduring Power of Attor
  and
- your **Appointment of Endu**

Tell the Registry that your solicitor pr
except for signatures and dates.

If asked about the Enduring Power

Explain that your solicitor prepared th
is complete and does not contain cor

Bring your unsigned appointments

Book with the Local Court Registry. Take both unsigned appointments and photo identification.

Sign when the Registrar tells you to sign.

Build the Couples Estate Planning Bundle here

The Registry may ask you to email a copy of the completed but unsigned document before making the appointment.

Email it promptly.

If asked about the Appointment of Enduring Guardian

Explain that your solicitor prepared the Appointment of Enduring Guardian, that the document is complete, does not contain complex provisions and does not authorise restrictive practices.

The Registry may ask you to email a copy of the completed but unsigned document before making the appointment.

Attend the appointment

Take:

- the printed-out unsigned Enduring Power of Attorney, if Legal Consolidated also prepared one for you;
- the printed-out unsigned **Appointment of Enduring Guardian**;
- your photographic identification; and

- anything else the Registry asked you to bring.

The Registrar explains the document's effect and checks that you appear to understand it.

The Registrar does not complete the document for you or give you legal advice.

Legal Consolidated is your solicitor. We provide legal advice about your Enduring Power of Attorney and Appointment of Enduring Guardian at no additional cost.

We also help your attorneys and Enduring Guardians understand how the documents operate, including if you later lose decision-making capacity. While you retain legal capacity, Legal Consolidated updates your Enduring Power of Attorney and Appointment of Enduring Guardian free of charge as often as you wish.

Sign only when the Registrar tells you

Do not sign or date any document before the appointment. Sign and date each document only when the Registrar asks you to do so.

What if the Registra

Remain courteous. Ask the Registry
witness the document.

> "Thank you. Would you pleas
> witness the document? I will s

Forward the Court's email to lawyer@
given and help you work out the next

What if there may be qu

Age alone does not determine legal c
medical certificate before signing. Ask your doctor to confirm that, when examined, you understood the nature and effect of making the Appointment of Enduring Guardian and any Enduring Power of Attorney you are also signing. If you are unable to obtain the certificate, telephone us before signing.

Take the doctor's letter with you to the witnessing appointment. The letter does not bind the Registrar. The Registrar must still form their own view that you understand the document before witnessing it. Contemporaneous medical evidence helps answer later allegations that you did not understand what you were signing. It also gives the Registrar useful evidence where capacity is likely to become an issue.

Medical evidence is particularly valuable where there is cognitive decline, a diagnosis affecting decision-making, recent serious illness, medication affecting cognition, or a family dispute waiting in the wings.

If the Registry declines to witness

Ask the Registry to email the reason. Send it to lawyer@legalconsolidated.com.au.

Legal Consolidated can review it and help with the next step.

Build the Couples Estate Planning Bundle here

Did the 2026 Regulation end the free service?

No.

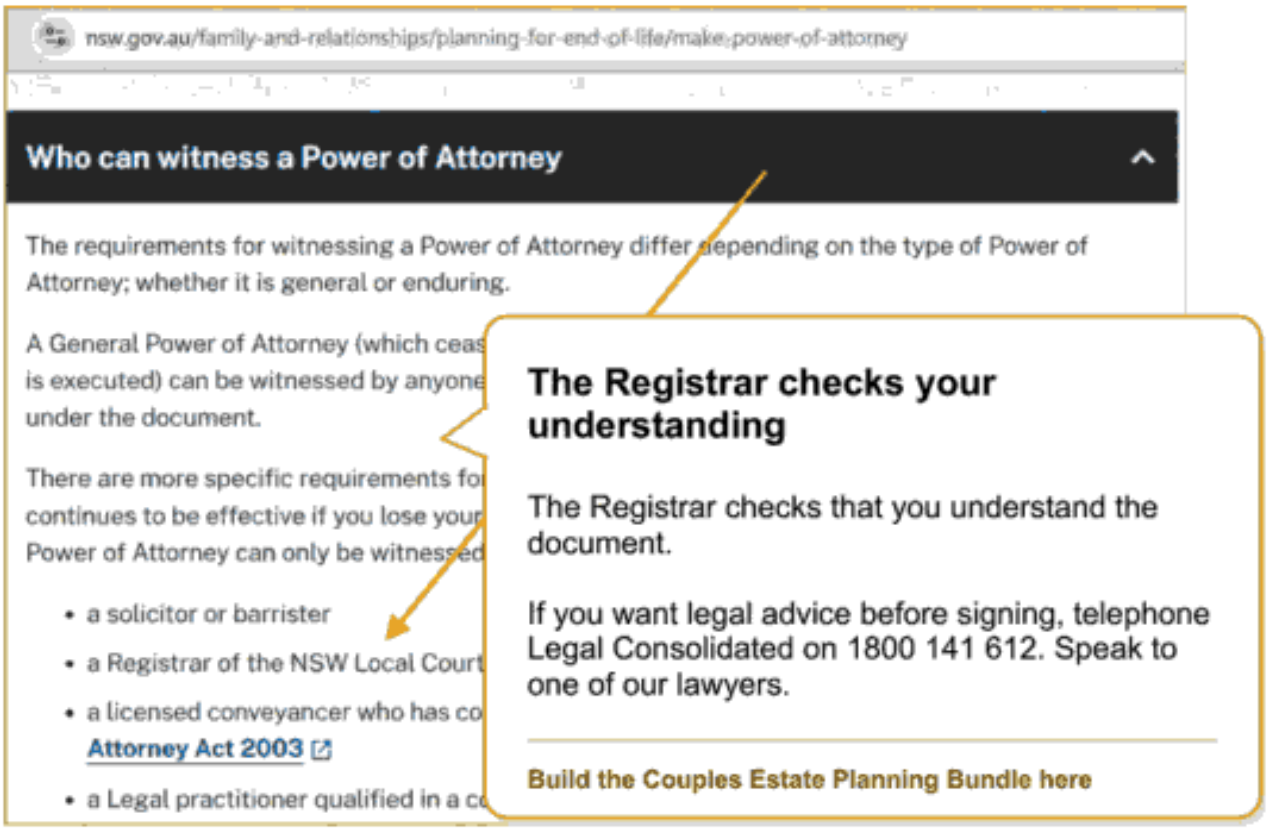
The *Guardianship Regulation 2026* (NSW) started on 1 September 2026. It introduced a new Enduring Guardian form with an optional function addressing restrictive practices.

The new form raised practical questions about the witnessing process. However, the Regulation did not remove Registrars from the *Guardianship Act 1987* (NSW). Registrars remain authorised to witness Enduring Guardians.

The Regulation also does not affect the separate *Powers of Attorney Act 2003* (NSW). Registrars also remain authorised to witness Enduring Powers of Attorney.

The NSW Local Court's published guidance confirms that Registrars are authorised witnesses for both documents and directs people to contact the Local Court for an appointment.

The Local Court provides this witnessing service free of charge. Legal Consolidated prepares its Enduring Powers of Attorney and Appointments of Enduring Guardian with that witnessing process in mind.



Find your closest NSW Local Court

Use the NSW Local Court's current court locations directory to find the nearest Registry and its contact details. Telephone the Registry before attending to arrange the witnessing appointment.

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National Law Firm

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18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your medical and lifestyle appointment

Choose someone you trust to speak for you. Tell them what you want them to know about your care.

Legal Consolidated prepares the relevant document for each Australian state and territory.

Build the Couples Estate Planning Bundle here

Enduring Guardianship – New South Wales (Medical Power of Attorney)

Edward James Whitcombe

Appointment of Enduring Guardian

[Section 6C, Guardianship Act 1987 (NSW)]
Guardianship Regulation 2026 (NSW), Schedule 1, Form 1

Clause 1 Your details and details of your enduring guardian(s)

	the appointor's full name
I	Edward James Whitcombe
	appointor's address
of	483 George Street, Sydney NSW 2000, Australia
Occupation:	
Date of birth:	14 June 1974
Phone:	

APPOINT

	name of enduring guardian
	Clara Louise Whitcombe
	address of enduring guardian
of	90 Swanston Street, Melbourne VIC 3000, Australia
Occupation:	
Date of birth:	22 September 1976

to be my enduring guardian(s).

Who makes decisions about your care?

Your appointment sets out who acts and the functions you give them.

Talk to your chosen guardian while you can explain your wishes personally.

Build the Couples Estate Planning Bundle here

Note: An enduring guardian must be at least 18 years old. A person is ineligible if, in a professional or administrative capacity, that person is directly or indirectly responsible for, or involved in, providing you for fee or reward with medical services, accommodation or services supporting activities of daily living. The spouse, parent, child, brother or sister of such a provider is also ineligible.

Clause 4 Functions and limits of my enduring guardian(s)

I authorise my enduring guardian(s) to exercise the following functions:

- ☒ (a) to decide where I live
- ☒ (b) to decide what health care I receive
- ☒ (c) to decide what other kinds of personal services I receive
- ☒ (d) to consent to the carrying out of medical or dental treatment on me in accordance with the Guardianship Act 1987, Part 5
- ☐ (e) to consent to, or withhold consent to, the use of a restrictive practice, being a practice or intervention that has the effect of restricting my rights or freedom of movement

  NOT CONFERRED
- ☐ (f) Additional functions: None.

Li

I place the following limits on the authority

Clause 5 Directions to my enduri

The functions of my enduring guardian(s) r
directions: **None.**

Note: Directions must be lawful. If no direction
restrictive-practices function.

Read the limits on the guardian's authority

The Legal Consolidated New South Wales appointment does not authorise restrictive practices.

Read the functions before signing. Telephone Legal Consolidated on 1800 141 612 if you have questions.

Build the Couples Estate Planning Bundle here

Clause 6 Optional substitute enduring guardian

Complete this clause only if a substitute enduring guardian is appointed. Unless this instrument provides otherwise, the substitute is appointed for each original enduring guardian. The substitute may exercise an original enduring guardian's functions only if that original enduring guardian dies, resigns or while that original enduring guardian is incapacitated.

I APPOINT

name of substitute enduring guardian
Eleanor Bramwell

address of substitute enduring guardian
of 50 Macquarie Street, Hobart TAS 7000, Australia

Occupation:

Date of birth: 16 April 1978

to be my substitute enduring guardian(s) in accordance with section 6DA of the Guardianship Act 1987 (NSW).

Before anyone signs this document

Each person must sign in the presence of an el
different eligible witnesses at different times an
**Eligible witnesses are: a registrar of the Loc
or an approved employee of NSW Truste
guardian or substitute enduring guardian ap**
The witness must be satisfied that the person a
voluntarily, and must complete the appropriate

Appointor's signat

Signed:

Signature by another person on behalf of the appointor

Complete only if another person signs at the appointor's direction. The signer must be at least 18 years old, must not be an enduring guardian or substitute enduring guardian, and cannot also witness the execution. The person signing for you must sign at your direction and in your presence, with the eligible witness present.

person signing on the appointor's behalf

Name:

Address:

Signed: Date:

Choose a substitute guardian

Who steps in if your first choice cannot act? Name a substitute. Tell them what matters to you about your care.

Read the witnessing steps for each person who signs.

Build the Couples Estate Planning Bundle here

Acceptance by enduring guardian(s)

Important: Each enduring guardian must accept the appointment for it to be effective. Each signature must be witnessed by an eligible witness, who must complete a certificate on the following pages.

Clara Louise Whitcombe

I accept my appointment as enduring guardian.

Name: Clara Louise Whitcombe

Signed: _____ Date: _____

Acceptance by substitute enduring guardian(s)

Complete only if a substitute enduring guardian(s) is appointed.

Eleanor Bramwell

I accept my appointment as substitute end

Name: Eleanor Bramwell

Signed: _____

Tell your guardian what they need to sign

Show your guardian the acceptance section and the signing instructions.

If they need help with the document, they can telephone Legal Consolidated on 1800 141 612.

Build the Couples Estate Planning Bundle here

Certificate of witness for Edward James Whitcombe (Appointor)

witness full name

I _____

witness address

of _____

Occupation: _____

certify that:

Edward James Whitcombe appeared to understand the effect of this instrument and in my presence:

☐ (i) executed the instrument voluntarily; or

☐ (ii) voluntarily instructed _____ to sign the instrument on their behalf and that person executed the instrument in my presence.

Signed: _____ Date:

Witness capacity (tick one):

☐ Registrar of the L
☐ Australian legal p
☐ foreign lawyer
☐ approved NSW T

Leave the witnessing section for the witness

Follow our cover letter when you arrange signing. Keep the document unsigned until you are with the eligible witness.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

Build the Couples Estate Planning Bundle here

Certificate of witne

witness full name

I _____

witness address

of _____

Occupation: _____

certify that: **Clara Louise Whitcombe** appeared to understand the effect of this instrument and in my presence executed the instrument voluntarily, accepting appointment as enduring guardian.

Signed: _____ Date: _____

Witness capacity (tick one):

☐ Registrar of the Local Court
☐ Australian legal practitioner
☐ foreign lawyer
☐ approved NSW Trustee and Guardian employee

Certificate of witness for Eleanor Bramwell

witness full name

I _____

witness address

of _____

Occupation: _____

certify that: **Eleanor Bramwell** appeared to understand the effect of this instrument and in my presence executed the instrument voluntarily, accepting appointment as substitute enduring guardian.

Signed: _____ Date: _____

Witness capacity (tick one):

- ☐ Registrar of the Local Court
- ☐ Australian legal practitioner
- ☐ foreign lawyer
- ☐ approved NSW T

Keep your signed appointment accessible

Tell your guardian where you keep the original. If they need to use it, they can speak directly to one of our lawyers for free advice.

Telephone Legal Consolidated on 1800 141 612.

Build the Couples Estate Planning Bundle here

LEGAL CONSOLIDATED
BARRISTERS & SOLICITORS

National Law Firm

Head Office
18 Stirling Highway
Nedlands WA 6009

T: 1800 141 612

legalconsolidated.com.au

Your Reference: Couples Estate Planning Bundle
Our Reference: 9601511183834 / admin
Telephone: 1800 141 612

15 November 2026

Clara Louise Whitcombe
90 Swanston Street
Melbourne VIC 3000
Australia

Dear Clara,

Enduring Guardianship New South Wales

(Power of Attorney for lifestyle and medical decisions)

Thank you for instructing us to prepar
Appointment of Enduring Guardian fo
Medical POA).

How to print your document

When you are satisfied that the docu

1. Download the PDF (Don't p
2. Print the PDF Printer
100% s
3. Print single sided (NOT duple

When you are satisfied that the docu
out. You need to sign this document
sign another time. They don't need to sign with you. Your Guardians can accept another day.)

Who can witness your Enduring Guardianship?

I have attached a list of people who can witness your Enduring Guardianship

1. Contact your local NSW Local Court Registry to arrange free witnessing by a Registrar. Confirm that the Registry is providing the service before attending.
2. Any Australian lawyer can witness your document. Ask the lawyer about their witnessing fee.

Choose who speaks for you

Choose who makes medical and lifestyle decisions for you if you lose capacity. Talk to them about where you want to live and what matters to you about treatment.

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Build the Couples Estate Planning Bundle here

Do my Guardians need to be present when I sign?

The persons you nominate are called 'Guardians'. The Guardians do **not** need to be with you when you sign the Power of Guardianship. They may be in different states or even different countries, and they can sign at another time.

Let's say you appointed your two children to hold the Power of Guardianship. You may live in Sydney. Child one lives in Melbourne and child two lives in London. That is fine. You sign and then post the document to Melbourne. Your child in Melbourne then posts the document to your child in London to sign. This can be done over months or even years.

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Free legal advice for your guardians

If your guardians need to act, they can telephone Legal Consolidated on 1800 141 612.

One of our lawyers explains the appointment and what it allows them to do.

Build the Couples Estate Planning Bundle here

What is an Enduring Guardianship?

This document empowers you to decide how your future personal, lifestyle and healthcare decisions are made. This is if you become unable to make those decisions yourself.

Don't my spouse and children make decisions for me - anyway?

Yes, to a limited extent your spouse and children do have some rights to protect you. However, the Enduring Guardianship gives greater rights.

Your Guardians have greater rights.

When does the document come into effect?

Your enduring guardian makes decisions within the functions granted by this appointment when you are unable to make those decisions yourself.

Get a medical certificate before signing

Legal Consolidated requires you to obtain a medical certificate before you sign this appointment.

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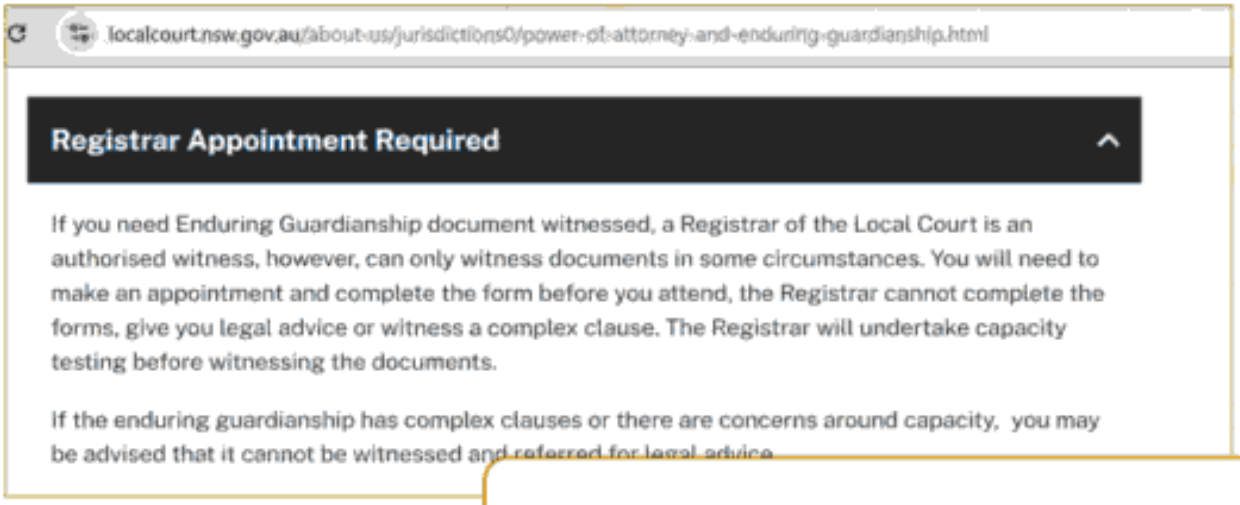

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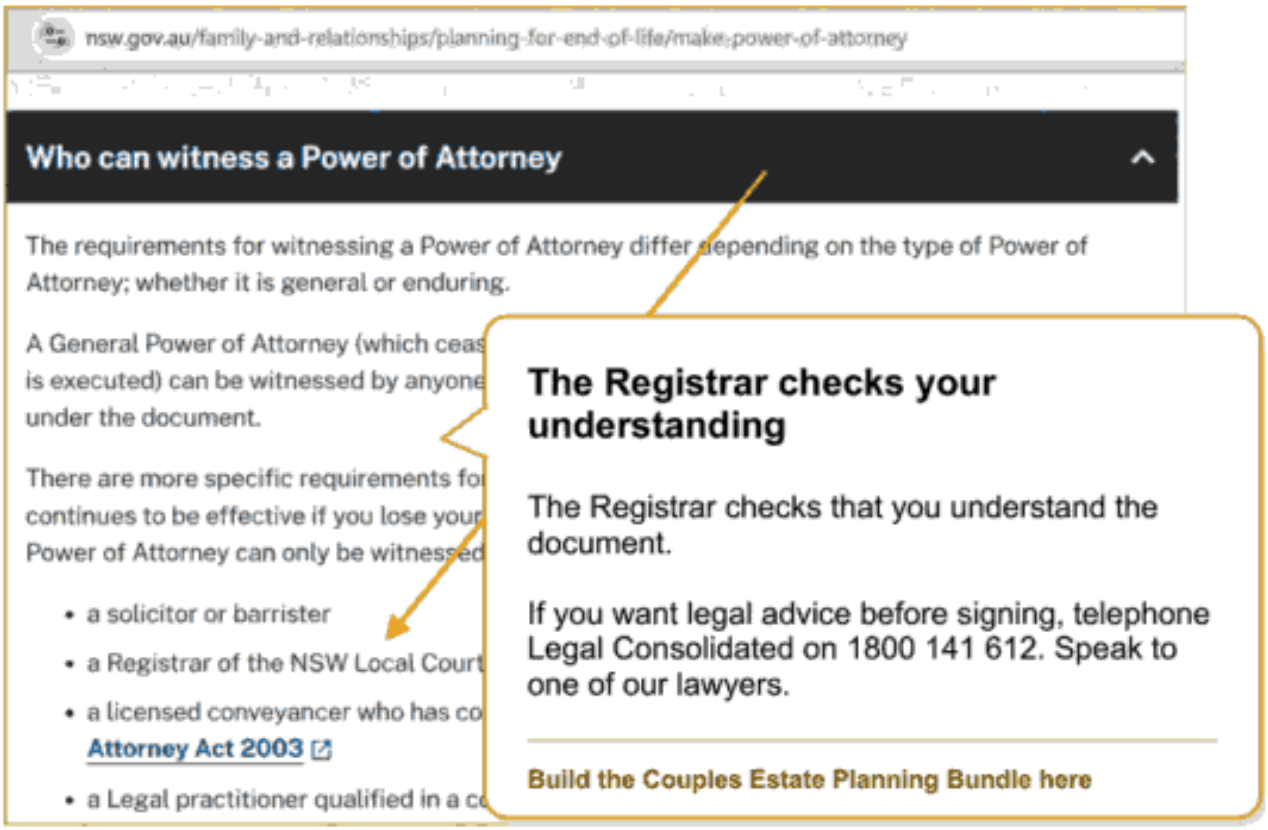

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Enduring Guardianship – New South Wales (Medical Power of Attorney)

Clara Louise Whitcombe

Appointment of Enduring Guardian

[Section 6C, Guardianship Act 1987 (NSW)]
Guardianship Regulation 2026 (NSW), Schedule 1, Form 1

Clause 1 Your details and details of your enduring guardian(s)

the appointor's full name
I Clara Louise Whitcombe

appointor's address
of 90 Swanston Street, Melbourne VIC 3000, Australia

Occupation:

Date of birth: 22 September 1976

Phone:

APPOINT

name of enduring guardian
Edward James Whitcombe

address of enduring guardian
of 483 George Street, Sydney NSW 2000, Australia

Occupation:

Date of birth: 14 June 1974

to be my enduring guardian(s).

Who makes decisions about your care?

Your appointment sets out who acts and the functions you give them.

Talk to your chosen guardian while you can explain your wishes personally.

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Note: An enduring guardian must be at least 18 years old. A person is ineligible if, in a professional or administrative capacity, that person is directly or indirectly responsible for, or involved in, providing you for fee or reward with medical services, accommodation or services supporting activities of daily living. The spouse, parent, child, brother or sister of such a provider is also ineligible.

Clause 4 Functions and limits of my enduring guardian(s)

I authorise my enduring guardian(s) to exercise the following functions:

- ☒ (a) to decide where I live
- ☒ (b) to decide what health care I receive
- ☒ (c) to decide what other kinds of personal services I receive
- ☒ (d) to consent to the carrying out of medical or dental treatment on me in accordance with the Guardianship Act 1987, Part 5
- ☐ (e) to consent to, or withhold consent to, the use of a restrictive practice, being a practice or intervention that has the effect of restricting my rights or freedom of movement

  NOT CONFERRED
- ☐ (f) Additional functions: None.

Li

I place the following limits on the authority

Clause 5 Directions to my enduri

The functions of my enduring guardian(s) r
directions: **None.**

Note: Directions must be lawful. If no direction
restrictive-practices function.

Read the limits on the guardian's authority

The Legal Consolidated New South Wales appointment does not authorise restrictive practices.

Read the functions before signing. Telephone Legal Consolidated on 1800 141 612 if you have questions.

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Clause 6 Optional substitute enduring guardian

Complete this clause only if a substitute enduring guardian is appointed. Unless this instrument provides otherwise, the substitute is appointed for each original enduring guardian. The substitute may exercise an original enduring guardian's functions only if that original enduring guardian dies, resigns or while that original enduring guardian is incapacitated.

I APPOINT

name of substitute enduring guardian
Martin Bramwell

address of substitute enduring guardian
of 180 London Circuit, Canberra ACT 2601, Australia

Occupation:

Date of birth: 12 November 1975

to be my substitute enduring guardian(s) in accordance with section 6DA of the Guardianship Act 1987 (NSW).

Before anyone signs this document

Each person must sign in the presence of an el
different eligible witnesses at different times an
**Eligible witnesses are: a registrar of the Loc
or an approved employee of NSW Truste
guardian or substitute enduring guardian ap**
The witness must be satisfied that the person a
voluntarily, and must complete the appropriate

Appointor's signat

Signed:

Signature by another person on behalf of the appointor

Complete only if another person signs at the appointor's direction. The signer must be at least 18 years old, must not be an enduring guardian or substitute enduring guardian, and cannot also witness the execution. The person signing for you must sign at your direction and in your presence, with the eligible witness present.

person signing on the appointor's behalf

Name:

Address:

Signed: Date:

Choose a substitute guardian

Who steps in if your first choice cannot act? Name a substitute. Tell them what matters to you about your care.

Read the witnessing steps for each person who signs.

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Acceptance by enduring guardian(s)

Important: Each enduring guardian must accept the appointment for it to be effective. Each signature must be witnessed by an eligible witness, who must complete a certificate on the following pages.

Edward James Whitcombe

I accept my appointment as enduring guardian.

Name: Edward James Whitcombe

Signed: _____ Date: _____

Acceptance by substitute enduring guardian(s)

Complete only if a substitute enduring guardian(s) is appointed.

Martin Bramwell

I accept my appointment as substitute end

Name: Martin Bramwell

Signed: _____

Tell your guardian what they need to sign

Show your guardian the acceptance section and the signing instructions.

If they need help with the document, they can telephone Legal Consolidated on 1800 141 612.

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Certificate of witness for Clara Louise Whitcombe (Appointor)

witness full name

I _____

witness address

of _____

Occupation: _____

certify that:

Clara Louise Whitcombe appeared to understand the effect of this instrument and in my presence:

☐ (i) executed the instrument voluntarily; or

☐ (ii) voluntarily instructed _____ to sign the instrument on their behalf and that person executed the instrument in my presence.

Signed: _____ Date: _____

Witness capacity (tick one):

☐ Registrar of the L
☐ Australian legal p
☐ foreign lawyer
☐ approved NSW T

Leave the witnessing section for the witness

Follow our cover letter when you arrange signing. Keep the document unsigned until you are with the eligible witness.

Telephone Legal Consolidated on 1800 141 612. Speak to one of our lawyers.

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Certificate of witnes

witness full name

I _____

witness address

of _____

Occupation: _____

certify that: **Edward James Whitcombe** appeared to understand the effect of this instrument and in my presence executed the instrument voluntarily, accepting appointment as enduring guardian.

Signed: _____ Date: _____

Witness capacity (tick one):

☐ Registrar of the Local Court
☐ Australian legal practitioner
☐ foreign lawyer
☐ approved NSW Trustee and Guardian employee

Certificate of witness for Martin Bramwell

witness full name

I _____

witness address

of _____

Occupation: _____

certify that: **Martin Bramwell** appeared to understand the effect of this instrument and in my presence executed the instrument voluntarily, accepting appointment as substitute enduring guardian.

Signed: _____ Date: _____

Witness capacity (tick one):

- ☐ Registrar of the Local Court
- ☐ Australian legal practitioner
- ☐ foreign lawyer
- ☐ approved NSW T

Keep your signed appointment accessible

Tell your guardian where you keep the original. If they need to use it, they can speak directly to one of our lawyers for free advice.

Telephone Legal Consolidated on 1800 141 612.

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