



**RetireLaw**  
modern estate planning solicitors



## RETIRELAW CLIENT QUESTIONNAIRE

This questionnaire provides **RetireLaw** solicitors with the essential information needed to understand both your personal and asset circumstances so we can provide you with strategic and tailored estate planning advice following your free initial consultation.

All information we receive from you is kept strictly confidential.

Please complete as much or as little of the questionnaire as you feel comfortable with before your initial consultation with **RetireLaw**.

At the end of that consultation your **RetireLaw** solicitor will provide you with (1) advice about how best to ensure your wishes are recorded and protected via our modern estate planning Wills and other documents, and (2) a lump sum fee quote for you to consider.

For your information our terms of engagement are included at the end of the questionnaire.

If you wish to proceed, based on the recommendations and fee quote provided, a second appointment will be made for you so that your tailored modern estate planning Will(s) and associated documents can be fully explained, validly signed and witnessed.

If you are yet to make an appointment for your initial consultation, please speak to your professional adviser or contact **RetireLaw** solicitors Terry Purcell or Dawn Wong on (02) 8908 9700.

To learn more about modern estate planning in the comfort of your home or office, please watch our online presentation called '**The Convenient Truth**'. To view go to [www.retirelaw.com.au](http://www.retirelaw.com.au) or Google 'The Convenient Truth About Wills'.

**You have absolutely nothing to lose and everything to protect!**

If you have any questions please feel free to contact us:

Terry Purcell: [tpurcell@retirelaw.com.au](mailto:tpurcell@retirelaw.com.au)

Dawn Wong: [d Wong@retirelaw.com.au](mailto:d Wong@retirelaw.com.au)

Address: Level 9, 15 Blue St North Sydney

Phone: (02) 8908 9700



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modern estate planning solicitors



OFFICE USE ONLY	
First Meeting.....	USJT.....Yes / No
File No.....	Fee.....
Solicitor.....	Date of Signing.....

Estate Planning Questionnaire  
Private and Confidential

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You were referred to us by?

.....

YOUR PERSONAL DETAILS	CLIENT 1 (You)	CLIENT 2 (Your Spouse/Partner)
Your title	Select relevant title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr	Select relevant title <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr
Your full registered name/s		
Your surname		
Have you ever had a previous name? i.e. maiden name, other given name etc		
Your preferred given name		
Your date of birth		
Your occupation		
Are you a citizen or resident of another country?	<input type="checkbox"/> Yes..... <input type="checkbox"/> No	<input type="checkbox"/> Yes..... <input type="checkbox"/> No
Your relationship status Tick relevant status	<input type="checkbox"/> Married <input type="checkbox"/> Defacto <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Widowed	<input type="checkbox"/> Married <input type="checkbox"/> Defacto <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Separated <input type="checkbox"/> Widowed
Your home address Street number and name, Suburb, State, Postcode	..... .....	

YOUR CONTACT DETAILS	CLIENT 1 (You)	CLIENT 2 (Your Spouse / Partner)
Your preferred postal address	Select relevant address type <input type="checkbox"/> Residential <input type="checkbox"/> PO Box <input type="checkbox"/> Other (Please specify) .....	
Home Phone	( )	( )
Work Phone	( )	( )
Fax	( )	( )
Mobile		
Email		
Best business hours contact number? Best time to contact you?	Select preferred method and indicate time <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Mobile .....AM .....PM	Select preferred method and indicate time <input type="checkbox"/> Home <input type="checkbox"/> Work <input type="checkbox"/> Mobile .....AM .....PM
Do you have a current Will?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Power of Attorney?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enduring Guardian?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Do you have any specific privacy issues you would like observed?	<input type="checkbox"/> Yes .....
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## PRIOR RELATIONSHIPS

	Client 1 (You)	Client 2 (Your Spouse / Partner)
<b>Have you ever been in a prior married or defacto relationship/s?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please attach copies of all relevant Family Court orders and provide full name of former spouse/partner .....	<input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please attach copies of all relevant Family Court orders and provide full name of former spouse/partner .....
<b>Do you have children from prior relationship/s?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please list them below	<input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, please list them below

## YOUR CHILDREN

Please complete details <b>Full registered given name</b> <b>Address</b>  <b>Date of Birth</b> <b>Occupation or School</b> <b>Child of (please select)</b> <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship If prior, print name of other parent <b>Names, current ages of any grandchildren</b>	1.	2.          <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship
Please complete details <b>Full registered given name</b> <b>Address</b>  <b>Date of Birth</b> <b>Occupation or School</b> <b>Child of (please select)</b> <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship If prior, print name of other parent <b>Names, current ages of any grandchildren</b>	3.	4.          <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship
Please complete details <b>Full registered given name</b> <b>Address</b>  <b>Date of Birth</b> <b>Occupation or School</b> <b>Child of (please select)</b> <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship If prior, print name of other parent <b>Names, current ages of any grandchildren</b>	5.	6.          <input type="checkbox"/> Current <input type="checkbox"/> Prior relationship
<b>Does any child have special needs due to physical or intellectual disability or drug, alcohol, gambling addiction?</b>	1. Please provide full details	2. Please provide full details

YOUR PROFESSIONAL ADVISERS	
<b>Accountant</b> Name and address Phone / Email	
<b>Financial Adviser</b> Name and address Phone / Email	

I/We authorise **RetireLaw** to provide a copy of my Estate Planning documents to my adviser (specify name below)

.....

**YOUR CURRENT WILL MAY NOT OPERATE OVER:**

A simple Will only operates to distribute assets which you personally own, i.e. your estate. It would normally not operate over:

- **Jointly held assets.** On the death of one co-owner, a jointly held asset goes directly to the survivor, bypassing the Will completely. To ensure additional asset protection for a home which is now jointly held, we recommend that the title be changed to tenants in common.
- **Superannuation benefits.** The trustee of your superannuation fund may have the final decision as to who gets your superannuation. You may influence the result by completing a ‘death benefit nomination’
- **Assets held under a trust.** The terms of the relevant Trust Deed covers what happens to the control of the Trust and the assets held by the Trust on your death.
- The **proceeds of any life insurance policies**, unless you have nominated your estate as your beneficiary.
- The **shares you hold in a private company** may be incapable of transfer without the consent of other share holders.

Unlike a simple Will, a **RetireLaw** Estate Planning Will gives your executors the authority to deal with such assets alongside your personally owned assets when implementing the wishes expressed in your Will.

This is particularly significant when the estate is to be divided equally between all of your children on the death of the surviving spouse. Your executors can make sure each child takes an absolutely equal share in your estate through adjustment provisions dealing with potential inequalities arising from superannuation payments or loans to some and not others.

For example, the trustee of your superannuation fund has the initial power to direct where your superannuation goes, and would normally direct it to tax dependants, i.e. children under 18. With a simple Will, where superannuation forms a significant part of your wealth, and there are older children and children under 18, the result can be that **only** the younger children share your superannuation whilst also receiving an equal share of your personally owned assets, with your older children receive **only** an equal share of your personally owned assets.

**RetireLaw’s** Estate Planning Wills give your executors the authority to ensure that your beneficiaries receive their inheritances in the most cost and tax effective way via beneficiary controlled testamentary trusts (see explanation p9).

**RetireLaw’s** Wills are flexible enough to meet your needs over an extended period of time, although significant changes in your personal circumstances or changes in the law that are likely to affect estate administration would warrant a review of your Estate Planning documents by **RetireLaw**.

YOUR PERSONAL ASSETS	DETAILS	OWNER	VALUE
<b>Personal / Lifestyle</b> Including: home, car, boat...etc	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Investment Property</b> Including holiday home, interests in children's property	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Bank Accounts</b> Both personal and business Branch (address)	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Managed Funds</b>	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Shares</b>	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Other interests</b> i.e. business interests	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>Do you own assets overseas?</b>	..... ..... ..... .....	..... ..... ..... .....	\$ ..... ..... ..... .....
<b>SUBTOTAL (A)</b>			\$ .....

YOUR LIFE INSURANCE	Insurance 1	Insurance 2	Insurance 3
<b>Provider Name</b>			
<b>Insurance Policy number</b>			
<b>Life Insured</b> (Client 1, Client 2)			
<b>Amount of Life Cover</b>	\$ .....	\$ .....	\$ .....
<b>Owner of Policy</b>			
<b>Nominated Beneficiary</b>			
<b>SUBTOTAL (B)</b>			\$ .....

**TOTAL VALUE ( Subtotals A+ B)** \$ .....

<b>ARE YOU EXPECTING AN INHERITANCE?</b>	Client 1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Client 2	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Are you likely to inherit from overseas?</b>	Client 1	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Client 2	<input type="checkbox"/> Yes	<input type="checkbox"/> No

YOUR SUPERANNUATION - CLIENT 1				
	Fund No 1	Fund No 2	Fund No 3	Fund No 4
Name of Fund				
Owner				
Super Type				
Current Value	\$	\$	\$	\$
Super Start Date				
Have you nominated a beneficiary?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....

YOUR SUPERANNUATION - CLIENT 2				
	Fund No 1	Fund No 2	Fund No 3	Fund No 4
Name of Fund				
Owner				
Super Type				
Current Value	\$	\$	\$	\$
Super Start Date				
Have you nominated a beneficiary?	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, who? ..... .....

YOUR LIABILITIES	Details	Debtor	Amount
Mortgages & Other Loans	..... ..... .....	..... ..... .....	\$ ..... \$ ..... \$ .....
Branch (address)	..... .....	..... .....	\$ ..... \$ .....
Credit Cards / Overdrafts	..... .....	..... .....	\$ ..... \$ .....
Personal Guarantees	..... .....	..... .....	\$ ..... \$ .....
Other Debts / Obligations	..... .....	..... .....	\$ ..... \$ .....
<b>TOTAL</b>			<b>\$</b>

DETAILS OF BUSINESS & INVESTMENT STRUCTURES	ASSETS HELD AND VALUE \$
<p><b>COMPANIES</b></p> <p>Company Name/s</p> <p>ABN/s</p> <p>Trading Name/s</p> <p>Business Activities / Role</p> <p>Directors</p> <p>Shareholders</p> <p>Business Value</p> <p>Business Succession Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes please provide a copy of the <b>CONSTITUTION</b> and <b>RECENT ANNUAL ACCOUNTS</b></p>	
<p><b>FAMILY TRUSTS</b></p> <p>Name of Trust</p> <p>Trustee</p> <p>Main Beneficiaries</p> <p>Appointer</p> <p>Assets</p> <p>Please bring a copy of the <b>TRUST DEED</b> and <b>RECENT ANNUAL ACCOUNTS</b></p>	
<p><b>SELF MANAGED SUPER FUNDS</b></p> <p>Name</p> <p>ABN</p> <p>Trustee(s)</p> <p>Members</p> <p>Please bring a copy of the <b>SUPER TRUST DEED</b> and <b>RECENT ANNUAL ACCOUNTS</b></p>	
<p><b>PARTNERSHIPS</b></p> <p>Name</p> <p>Trading Name</p> <p>ABN</p> <p>Business Activities</p> <p>Partners' Details</p> <p>(If companies, details as above)</p> <p>Your share in partnership</p> <p>Please bring a copy of the <b>PARTNERSHIP DEED</b> and <b>RECENT ANNUAL ACCOUNTS</b></p>	



## GUARDIANS OF CHILDREN UNDER 18

If you have young children you should nominate one or more persons to be their guardian/s in the event that both you and your spouse/partner die before those children reach 18. The appointment of a guardian under your Will would be subject to Court approval and there is always the possibility that a Court may exercise its overriding discretion to appoint or remove a guardian other than your nominated guardian.

Your children may wish to reside with someone other than your nominated guardian. In these circumstances the Court as always would take your children's best interests into account in deciding the issue. It is the guardian's responsibility to make the important "life decisions" on behalf of the child. The guardian must ensure that the child is adequately housed, clothed and educated. The guardianship of minor children is a responsible task.

You should think carefully about the appointment of a guardian and attempt to appoint one or more persons who:

- are prepared to take on the responsibility;
- are of a similar age to you; and
- hold similar social religious and cultural views to you.

### Guardians of Children Under 18

Please tick appropriate box

No, not necessary, all our children are over 18.

Yes, we wish to appoint .....  
(description of relationship, eg. Client 1's sister, Client 2's brother, our friend)

.....  
(full name)

of .....  
(address)

AND

.....  
(description of relationship, eg. Client 1's sister, Client 2's brother, our friend)

.....  
(full name)

of .....  
(address)

or the survivor of them to act as guardian(s) of our children while they are under 18.

## QUALIFYING AGE

**We normally recommend** a qualifying age of twenty-five (25), which means that any beneficiary must attain this age before taking personal control of their inheritance. We would not recommend lowering that age, but if it is your preference the age could be increased. However, anything higher than 30 would, in our experience, impose unreasonable obligations on your executors. It is not practical to nominate children under the qualifying age as executors or Powers of Attorney.

**If a different qualifying age is required, please indicate here:** .....years.

If you are concerned about a beneficiary's capacity to manage an inheritance, then you may need additional provisions in your Will to deal with this issue. We suggest you discuss this matter with the **RetireLaw** solicitor at your initial meeting.

## YOUR ESTATE

In the first instance, your Estate Planning Will provides for your entire estate to be left to your spouse/partner via a beneficiary controlled testamentary trust (BCTT – see box below).

On the death of the surviving spouse/partner, your Will distributes your share of the estate to your surviving children via BCTTs, with each child being the trustee of their own individual trust after attaining the qualifying age.

If one of your children dies before you leaving children, ie. your grandchildren, his/her share of your estate is distributed equally between his/her children. If a deceased child has no children, their share of your estate is divided equally between your surviving children.

In circumstances where all the members of your family die before you, the Will divides your estate equally between your parents and/or siblings and your spouse's parents and/or siblings. This provision is a "safety net" aimed at preventing your estate from ending up in the hands of the State because there are no living beneficiaries named in the Will.

If this basic flow of your estate does not work for your family situation, please discuss this with the **RetireLaw** solicitor at your initial meeting.

**PLEASE NOTE:** Your estate may be subject to considerable expense and delay in distribution if you exclude from your Will anyone who could expect to receive an inheritance from your estate, ie. family members or other people who have or had a relationship with or who were dependent on you.

### *What is a Beneficiary Controlled Testamentary Trust?*

A simple Will distributes your estate to your beneficiaries in their own names, making their inheritances vulnerable to being split by the Family Court if a beneficiary's relationship breaks down, or to creditors if their business goes bankrupt.

Your Estate Planning Will gives each of your beneficiaries the option to hold their inheritance in their own beneficiary controlled testamentary trust (BCTT), protecting the inheritance in the event of relationship breakdown or bankruptcy, and offering income sharing opportunities which can have significant tax advantages for families.

The terms of the BCTTs established under your Will define:

- the class of beneficiaries (including a power to permanently or temporarily exclude a beneficiary, eg. to ensure means tested pension eligibility or eligibility for the small business active asset concessions in Division 152 of the Capital Gains Tax provisions);
- distributions of net income, capital and other benefits to beneficiaries – income tax concessions apply to beneficiaries under 18 years;
- the power to appoint the trustee and sharing of control if two or more beneficiaries take control of the trust after the primary beneficiary dies;
- the crisis protective trust provisions – where the executor assumes control in the event of the primary beneficiary become bankrupt or otherwise under a legal disability; and
- the eventual winding-up of the trust.

YOUR BENEFICIARIES	CLIENT 1	CLIENT 2
<p>In the first instance do you want to leave all your assets to your spouse?</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> I want to leave everything to my spouse via beneficiary controlled testamentary trusts.</p> <p><input type="checkbox"/> <b>No</b> I want to leave all my assets as set out later in these in instructions.</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> I want to leave everything to my spouse via beneficiary controlled testamentary trusts.</p> <p><input type="checkbox"/> <b>No</b> I want to leave all my assets as set out later in these in instructions.</p>
<p>In the situation where your spouse dies before you and you have children who are living then do you want to leave everything to your children equally?</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> if my spouse dies before me then I want to leave my entire estate to my children equally via separate beneficiary controlled testamentary trusts.</p> <p><input type="checkbox"/> <b>No</b> I want to leave all my assets as set out later in these in instructions.</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> if my spouse dies before me then I want to leave my entire estate to my children equally via separate beneficiary controlled testamentary trusts.</p> <p><input type="checkbox"/> <b>No</b> I want to leave all my assets as set out later in these in instructions.</p>
<p>In the situation where both your spouse and one or more of your children dies before you then do you want the share that would have gone to a deceased child to go instead to his or her children equally?</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> in this case I want the share of a deceased child to go to his or her children equally.</p> <p><input type="checkbox"/> <b>No</b> in this case I want the share of a deceased child to go to my other living children equally.</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> in this case I want the share of a deceased child to go to his or her children equally.</p> <p><input type="checkbox"/> <b>No</b> in this case I want the share of a deceased child to go to my other living children equally.</p>
<p>In the situation where all the members of your immediate family die before you ie your spouse, children and grandchildren what do you want to happen to your estate?</p>	<p>In this situation many couples decide to leave one-half of their estate to their own family (parents, brothers and sisters) and the other half to their spouse's family.</p>	
	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> in this case I want my estate to be divided into halves and one half goes to my parents and siblings and the other half to my spouse's parents and siblings.</p> <p><input type="checkbox"/> <b>No</b> in this case I want to leave all my assets as set out later in these in instructions.</p>	<p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> in this case I want my estate to be divided into halves and one half goes to my parents and siblings and the other half to my spouse's parents and siblings.</p> <p><input type="checkbox"/> <b>No</b> in this case I want to leave all my assets as set out later in these in instructions.</p>
GIFT/S FOR EXECUTORS	CLIENT 1	CLIENT 2
<p>Do you wish to recompense your Executor for his/her efforts in administrating your estate?</p>	<p><input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b>, with a gift of</p> <p>.....</p> <p>.....</p> <p>In addition to distribution to executor as primary beneficiary?</p> <p><input type="checkbox"/> <b>Yes</b>   <input type="checkbox"/> <b>No</b></p> <p>Plus commission</p> <p><input type="checkbox"/> <b>Yes</b>   <input type="checkbox"/> <b>No</b></p>	<p><input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>Yes</b>, with a gift of</p> <p>.....</p> <p>.....</p> <p>In addition to distribution to executor as primary beneficiary?</p> <p><input type="checkbox"/> <b>Yes</b>   <input type="checkbox"/> <b>No</b></p> <p>Plus commission</p> <p><input type="checkbox"/> <b>Yes</b>   <input type="checkbox"/> <b>No</b></p>

OTHER ISSUES	Client 1 (You)	Client 2 (Your Spouse/Partner)
<p><b>Do you want to specify in your Will that you are to be buried or cremated?</b></p> <p>Specific Funeral Arrangements? e.g. preferred funeral director, reserved grave number etc or</p> <p>Prepaid Funeral Plan</p> <p><i>If yes please give details</i></p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> I want to be buried</p> <p><input type="checkbox"/> I want to be cremated</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>.....</p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> I want to be buried</p> <p><input type="checkbox"/> I want to be cremated</p> <p>.....</p> <p>.....</p> <p>.....</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>.....</p>
<p><b>After your death do you wish to allow your body to be available for organ donation?</b></p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> Yes organ donation is OK</p> <p><input type="checkbox"/> No</p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> Yes organ donation is OK</p> <p><input type="checkbox"/> No</p>
<p><b>Do you wish to be able to leave personal items i.e. jewelery in accordance with a list you may change from time to time without having to update your Will?</b></p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> Yes (please detail below)</p> <p><input type="checkbox"/> No</p>	<p><b>Please tick appropriate box:</b></p> <p><input type="checkbox"/> Yes (please detail below)</p> <p><input type="checkbox"/> No</p>

**Do you wish to make any special gifts? Please tick appropriate box:**

NO

YES, please detail below including description, beneficiary and if you would like gift to apply after your death or after the death of you and your spouse / partner.

.....

.....

.....

**DOCUMENTS YOU WANT PREPARED**

DOCUMENT	Client 1	Client 2
Will	<input type="checkbox"/> YES	<input type="checkbox"/> YES
Enduring Power of Attorney	<input type="checkbox"/> YES	<input type="checkbox"/> YES
Appointment of Enduring Guardian	<input type="checkbox"/> YES	<input type="checkbox"/> YES

<b>ALTERATION / SEVERANCE OF JOINT TENANCY</b> <input type="checkbox"/> Yes	
Property Address (please select)	<input type="checkbox"/> Home <input type="checkbox"/> Other.....
Bank holding mortgage (name and address)	

## IMPORTANT DECLARATION - CLIENT 1

<p>In the event that you die before you can execute your new Will which is to be drawn up in accordance with your instructions above</p> <p><b>DO YOU DECLARE</b></p> <p>1. That any former Will is hereby revoked?</p> <p>and</p> <p>2. That the instructions you have given above are to have effect as your Will?</p>	<p><input type="checkbox"/> <b>I have noted the Terms of Agreement on page 15.</b></p> <p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> I revoke all former Wills and declare that if I die before signing my formal Will my instructions in this questionnaire and/or the attached documents shall take effect as my Will (incorporating the current RetireLaw precedent that provides for beneficiary controlled testamentary trusts) and be processed as my last Will pursuant to section 8 of the <i>Succession Act 2006</i> (NSW).</p> <p><input type="checkbox"/> <b>No</b> I do not want these instructions to be treated as my Will as I may have changed or altered them prior to signing the new Will.</p> <p>Dated...../...../2015</p> <p>Signature of Client 1.....</p> <p>Witness to Client 1's signature.....</p> <p>Name of Witness..... (Note: witness must be independant ie. not a beneficiary under your Will)</p>
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## IMPORTANT DECLARATION - CLIENT 2

<p>In the event that you die before you can execute your new Will which is to be drawn up in accordance with your instructions above</p> <p><b>DO YOU DECLARE</b></p> <p>1. That any former Will is hereby revoked?</p> <p>and</p> <p>2. That the instructions you have given above are to have effect as your Will?</p>	<p><input type="checkbox"/> <b>I have noted the Terms of Agreement on on page 15.</b></p> <p>Please tick appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> I revoke all former Wills and declare that if I die before signing my formal Will my instructions in this questionnaire and/or the attached documents shall take effect as my Will (incorporating the current RetireLaw precedent that provides for beneficiary controlled testamentary trusts) and be processed as my last Will pursuant to section 8 of the <i>Succession Act 2006</i> (NSW).</p> <p><input type="checkbox"/> <b>No</b> I do not want these instructions to be treated as my Will as I may have changed or altered them prior to signing the new Will.</p> <p>Dated...../...../2015</p> <p>Signature of Client 2.....</p> <p>Witness to Client 2's signature.....</p> <p>Name of Witness..... (Note: witness must be independant ie. not a beneficiary under your Will)</p>
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## FINAL CHECKLIST BEFORE MEETING WITH RETIRELAW SOLICITORS

### Documents and information to bring to initial meeting.

- Copy of any financial and estate plan prepared by your adviser
- Any existing Wills, Powers of Attorney or Appointments of Enduring Guardian
- Copy of your most recent superannuation statements
- Any Family Trust Deed and Self Managed Superannuation Trust Deeds and recent annual accounts
- Copies or details of any life insurance policies





# TERMS OF ENGAGEMENT

## 1. We will provide the following legal services to you:

- after consultation with you, establish, record and advise you in relation to your estate planning objectives;
- prepare, explain and supervise the signing of all necessary legal documentation to give effect to your requirements including Wills, Enduring Powers of Attorney and Appointments of Enduring Guardian and, if required, severance of joint tenancy.

## 2. There will be no non-legal services provided to you

All work to be performed under this engagement can be categorised as legal services.

## 3. Financial advice excluded

The work that we do does not include financial advice, nor do we give any advice in relation to the financial consequences or wisdom of the matter or any transactions involved in the matter.

## 4. Our fees and expenses

- Our fees for completing the required estate planning documentation outlined above will be provided to you before you proceed. Our fees for preparing the severance of joint tenancy if required will be \$330 including GST, plus the current Land & Property Information fee to lodge the severance application. See Clause 7 below for billing arrangements.
- We will charge you at cost any applicable fees and taxes incurred, including any search fees and goods and services tax.
- We will not charge you for fax or telephone costs, non-commercial volumes of internal photocopying and other internal office expenses.
- We will provide safe custody of your signed Wills and other original documentation prepared under this contract at no charge.

## 5. Present estimate of time to carry out the work

We expect, subject to obtaining any necessary further information concerning your affairs, to be able to complete the work within two weeks of the receipt of your full instructions.

## 6. The persons who will be responsible for the work

Terence Patrick Purcell, legal practitioner and director of RetireLaw Pty Ltd, or Dawn Wong, legal practitioner and director of RetireLaw Pty Ltd, will be responsible for the work. From time to time, other staff may be involved to ensure our services are provided to you on the most cost effective, timely or expert basis.

## 7. Billing arrangements

When you sign your Will and other documentation we will give you a tax invoice ("bill of costs") including GST for our services, with the nominated fees payable. Credit card facilities accepting VISA and Mastercard are available, payment by cheques is acceptable, and, by agreement funds transfers can be arranged.

In the event that the documents covered by this contract have been prepared by RetireLaw and are ready for signature, but you have not signed them within twenty-eight (28) days of the date of this contract, then we reserve the right to give you a tax invoice for 60% of the fee specified in Item 4 above, payable on receipt of such tax invoice. The balance of the fee will be payable at the time you sign the documents.

## 8. Interest on unpaid costs

If our costs are not paid within 30 days of giving you our tax invoice, we may charge you interest on the unpaid amount at or under the maximum prescribed in Regulation 110A of the Legal Profession Regulation 2005. The rate equals the Reserve Bank Cash Rate Target as at the relevant date, increased by 2%.

## 9. Your right to a bill of costs

The Legal Profession Act ("the Act") provides that we cannot take action for recovery of legal fees until 30 days after a bill of costs has been given to you.

## 10. Your right to have the bill assessed

The Act gives you the right to have a Costs Assessor, appointed by the Supreme Court, review our accounts. This right is not available to you in certain circumstances if there is an agreement which complies with the Act, unless a Costs Assessor determines that the agreement is unjust.

## 11. Disputes as to legal costs

In addition to consumer rights under the relevant legislation, you also have the right to have the costs mediated if the dispute is less than \$10,000. Referral for mediation must be made before an application for assessment is accepted by the Manager, Costs Assessment.

## 12. Retention of documents

As noted in Clause 4 above, we will provide safe custody of your signed Wills and other original documentation prepared under this contract at no charge. We will scan all your signed Estate Planning documents, provide you with a bound portfolio containing copies of all documentation, together with plain language explanations, and retain the scans permanently on an appropriate digital medium. We reserve the right, on completion of the work, to scan any other papers which are left in our possession or agreed to be returned to you and retain the scans as above. We also reserve the right to then destroy the hard copy of any converted papers which are not required to be returned to you. We are entitled to retain possession of all papers and documents while there is money owing to us for fees and expenses.

## 13. Termination of this contract

If our bills are not paid or if we are unable to obtain proper instructions from you then in all fairness we would have to cease acting for you. In that case we would give you 14 days' notice. Our fees for work done and for expenses incurred up to the date of termination would be your responsibility. You may terminate this Contract in writing at any time. If you do so, our fees and expenses incurred up to the time of termination will also be your responsibility.

## 14. Privacy

We will not, during, or after termination of, your retainer, disclose to any person, who is not a director or employee of this firm, any information, which is confidential to you, and acquired by us during the currency of the retainer, unless you authorise disclosure, or we are permitted or compelled by law to disclose.

