

# Appointing Perpetual as an executor under a will



An independent, professional executor provides you with peace of mind that your estate will be distributed efficiently and according to your intentions. To help you and your trusted legal advisor incorporate a Perpetual appointment as executor into your Estate Plan, we have provided below some model clauses.

## 1. Appointment of executor

### Sole appointment

I appoint PERPETUAL TRUSTEE COMPANY LIMITED (ACN 000 001 007) (Perpetual) to be the executor of my Will and trustee of my estate ("my Trustee").

Or

### Sole appointment with substitute

I appoint PERPETUAL TRUSTEE COMPANY LIMITED (ACN 000 001 007) (Perpetual) to be the executor of my Will and trustee of my estate ("my Trustee") but if Perpetual is unwilling or unable to act or continue to act then I appoint XXX to be my Trustee.

### Substitute appointment

I appoint XXX to be the executor of my Will and trustee of my estate ("my Trustee") but if XXX is unwilling or unable to act or continue to act then I appoint PERPETUAL TRUSTEE COMPANY LIMITED (ACN 000 001 007) (Perpetual) to be my Trustee.

## 2. Perpetual remuneration clause

I agree and direct that Perpetual may charge its commission, fees and charges ("charges") for acting in the administration of my estate and on all trusts of my Will including charitable trusts at Perpetual's published rates which are current at the date of my death and subsequently when each service is performed. These rates may be charged instead of the rates allowed under the Corporations Act 2001 (Cth). Reimbursement of Perpetual's expenses may also be made to the extent allowed by the legislation; and where Perpetual's charges (including reimbursement of expenses) are subject to any taxes (including the Goods and Services Tax, which may be required to be charged in respect of any supply of services made under this Will) the charges will be increased by the amount of those taxes, to the extent required by law.

## Notes re appointment

You need to carefully consider your client's financial circumstances at the time of making the document and at the time Perpetual's role is likely to be invoked. It is imperative your client is aware of Perpetual's fees and charges and whether such fees are sustainable in their circumstances.

If you are in doubt as to the suitability of a client for Perpetual, please contact us for further assistance and guidance.

You should use a clause to appoint Perpetual as executor as well as a clause outlining Perpetual's remuneration.

Should you wish to appoint Perpetual as a co-executor, please contact us first to discuss the suitability of the appointment.

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Disclaimer: the template clauses provided are general in nature and do not constitute legal advice. Before using a template clause, you should consider the appropriateness of the clause, having regard to your client's own objectives, financial situation and needs and instructions.

Perpetual Limited (and its subsidiaries) does not give any warranty as to the suitability of these clauses. The template clauses may be updated from time to time as needed, however this may be without notice and whilst every effort has been made to ensure their accuracy, Perpetual Limited (and its subsidiaries) does not guarantee the accuracy of the template clauses at any time. Perpetual Private advice and services are provided by Perpetual Trustee Company Limited ABN 42 000 001 007, AFSL 236643. 4108

## For more information

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