

ESTABLISHING A PERPETUAL FOUNDATION ENDOWMENT IN A WILL

To help you leave a lasting legacy to support the charitable purposes close to your heart, we have provided below some model clauses to help your trusted legal advisor incorporate your charitable intentions into your Estate Plan. The Perpetual Foundation Brochure provides further guidance as you and your advisor craft your legacy.

Gift

[describe gift \$ or % amount – refer to the FAQs of the Perpetual Foundation Brochure for guidance on assets the Foundation can accept] to the trustee for the time being of the **PERPETUAL FOUNDATION** (ABN 41 069 508 398) (**Foundation**) to be held on trust by the trustee of the **Foundation**.

Without creating a binding legal obligation, I express the wish that my bequest to the **Foundation** is held as an endowment to be known as the **[CHOSEN NAME – refer to the FAQs for guidance on selection of a name]** ENDOWMENT within the trust of the **Foundation** and that the income and/or capital of the **[CHOSEN NAME]** ENDOWMENT is paid or applied in perpetuity for the benefit of:-

- (a) **[Outline your charitable intentions, either specific organisations (including their current ABN) or charitable purposes or projects to benefit from your endowment – Refer to Brochure for guidance on who can benefit and how many recipients can be recommended];** and

the receipt of the executive officer or other authorised officer or trustee for the time being of the **Foundation** will be a full discharge to my Trustee.

Fees

I agree and direct that **PERPETUAL TRUSTEE COMPANY LIMITED** (ACN 000 001 007) (**Perpetual**) may charge its commission fees and charges (charges) at its published rates for acting as the trustee of the **Foundation** which are current at the date of my death and subsequently when each service is performed. Reimbursement of **Perpetual's** expenses may also be made to the extent allowed by the legislation.

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.

MORE INFORMATION

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