





Simultaneous death of all the above / *Gesamtelike dood van al die bogenoemdes.*

To / Aan: \_\_\_\_\_  
 The following / *Die volgende:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ or issue / *of nasate*  Y  N

To / Aan: \_\_\_\_\_  
 The following / *Die volgende:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ or issue / *of nasate*  Y  N

**I - TRUST FOR MINOR CHILDREN (MINIMUM 3) / TRUST VIR MINDERJARIGE KINDERS (MINSTENS 3)**

Must a Trust be created / *Moet 'n trust gestig word*  Y  N Age Trust must cease to exist / *Ouderdom van Be-eindiging van i* \_\_\_\_\_

**TRUSTEES (Name three / Benoem Drie)**

Name / *Naam:* \_\_\_\_\_  
 Address / *Adres:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

Name / *Naam:* \_\_\_\_\_  
 Address / *Adres:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

Name / *Naam:* \_\_\_\_\_  
 Address / *Adres:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

**J - SPECIAL REQUEST FOR TRUSTEES / SPESIALE VERSOEKE VIR TRUSTEE**

**Other request / *Vedere versoeke***  
 \_\_\_\_\_  
 \_\_\_\_\_

**J - GUARDIAN OF MINOR CHILDREN / VOOG VIR MINDERJARIGE KINDERS**

Name / *Naam:* \_\_\_\_\_  
 Address / *Adres:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

**and failing the above / *by gebreke van bogenoemde***

Name / *Naam:* \_\_\_\_\_  
 Address / *Adres:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

**I - SPECIFIC BEQUEST / SPESIFIEKE VERSOEKE**

1. **Cremation / *Verassing***  Y  N  
 If to be cremated, what do you want to happen to your ashes? / *As veras word, wat moet met jou as gedoen word?*  
 \_\_\_\_\_

2. **Organ donation/ *Orgaan skenking*** Member / *Lid*  Y  N  
 3. **Living Will / *Lewende Testament*** Member / *Lid*  Y  N

**Name of GP to sign of Living Will Request / *Naam van Dokter wat Lewende Testament afteken:***  
 Name / *Naam:* \_\_\_\_\_  
 Contact Details / *Kontak Nommers:* \_\_\_\_\_

**Other special request / *Vedere spesiale versoeke***  
 \_\_\_\_\_

**SIGNATURE / HANDTEKENING**

WITNESS 1	WITNESS 2	TESTATOR/TRIX
FULL NAME	FULL NAME	DATE OF SIGNATURE

**J - JOINING FEE / AANSLUITINGSFOOI**

Payment is made using the following methods: Cash  EFT  or direct card payment on website /of direk deur webtuiste

**ALL PAYMENTS CAN BE MADE INTO THE FOLLOWING ACCOUNT:** Wills Database International , Acc No: 62167024703, FNB, Clearwater, 251141. *Ref is:* Surname and Intials or ID Number

**TERMS AND CONDITIONS / TERME EN VOORWAARDES**

- 1. **PARTIES** - The parties to this agreement are Willsdatabase Pty Ltd and the party whose name appears in the Application form under the heading "Member".
- 2. **TERMS OF SUBSCRIPTION AGREEMENT** - The terms and conditions of this agreement shall apply mutatis mutandis to each and every option as if the terms and conditions of this agreement were incorporated in such option.
- 3. **DURATION** - Unless earlier terminated in writing by either party, this agreement shall commence on the commencement date stated on the Application form and shall automatically be renewed on an annual basis, unless either party notifies the other that this agreement is to terminate at the end of the then current renewal period, at least 30 (thirty) days prior to the end of the then current renewal period, save that no such notice may be given during the initial period.
- 4. **PROVISION OF SERVICES** - The services applied for by the Applicant in terms of this agreement are specified in the options and costs schedule.

5. **INTELLECTUAL PROPERTY RIGHTS** - The Applicant shall not during or after the expiry or termination of this agreement, without the prior written consent of the Willsdatabase or the owner as the case may be, use or adopt any trademark, trade name, or commercial designation that includes or is similar to or may be mistaken for the whole or any part of any trademark, trade name, or commercial designation used by Willsdatabase or the owner, as the case may be.

6. **CONFIDENTIAL INFORMATION** - The Parties acknowledges the confidentiality of all documentation stored with Willsdatabase and any discussion between the parties and Willsdatabase undertakes that, both during the currency of this agreement and thereafter, it shall not disclose such confidential information to any third party. Willsdatabase shall further ensure that such confidential information is disclosed only to employees and agents who need to be familiar with such confidential information in the course of their duties and the Applicant hereby guarantees that such employees and agents to whom the confidential information is disclosed, shall honor the confidentiality thereof. Willsdatabase may, however, disclose the confidential information in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law, provided the Applicant gives Willsdatabase reasonable written notice prior to such disclosure.

7. **LIABILITY** - Willsdatabase shall be under no liability to the Applicant whatsoever by reason of any loss or damage sustained by the Applicant, or any third party, arising out of the use of the services. In the event of any court or other competent authority holding that liability under A cannot be excluded, Willsdatabase's liability to the Applicant under this agreement and howsoever arising, shall be limited to direct damages only in an amount not exceeding the total subscription fee payable by the Applicant in the relevant year in respect of the supply of services in terms of this agreement, and in no event shall Willsdatabase be liable for any consequential, incidental, indirect, special or other damages whatsoever arising out of this agreement, regardless of whether such liability is based on breach of contract, delict, strict liability, breach of implied warranties, terms and conditions or otherwise.

8. **INDEMNITY** - The Applicant hereby indemnifies and holds Willsdatabase harmless against any and all losses, injury, damage or claim of whatsoever nature and howsoever arising from or in connection with Willsdatabase, whether or not such claims are caused by any act or omission on the part of the Willsdatabase or anyone else.

9. **FORCE MAJEURE** - Neither party shall be liable to the other in any way whatsoever for failure, interruption, delay or any other matters which are beyond the reasonable control of a party and which could not reasonably have been foreseen by it at the date of this agreement, in particular civil commotion.

10. **TERMINATION AND EFFECTS OF TERMINATION** - Should the Applicant default in the punctual payment of any amount due in terms of this Agreement, Willsdatabase shall be entitled, but not obliged, in its sole and absolute election and without prejudice to any rights it may have at law including the right to claim damages, to either terminate this Agreement and claim from the Applicant as agreed, all outstanding amounts which would have been due until expiry of the Agreement by effluxion of time and in either case to recover all legal costs, including legal costs on the attorney-and-client scale. Upon termination of this agreement for any reason whatsoever, Willsdatabase shall delete all data in its possession and handover to the Applicant all tangible forms of the data received from the Applicant as well as any other documents supplied by the Applicant.

11. **NOTICES AND DOMICILIUM** - The parties choose as their domicilia citandi et executandi their respective addresses set out in the Application Form for all purposes arising out of or in connection with this agreement at which addresses all processes and notices arising out of or in connection with this agreement, its breach or termination may validly be served upon or delivered to the Parties.

12. **VARIATION** - Willsdatabase may vary the terms and conditions of this agreement by giving notice thereof to the applicant.

The Applicant warrants that the information submitted in the subscription form is true and correct in all respects and that he has read the above terms and conditions and acknowledges that he fully understands and agrees to comply with each clause contained therein.

Signature of Member: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_