

Using the editable fields?

To ensure your information is saved correctly, we recommend you save the form to your desktop before you start completing the required fields.

Discounted Gift Trust

(English Law – Discretionary version)

Notes to assist with completion

The following notes are referenced throughout this document. Please read them carefully as they will help you complete this document accurately.

1. Dating this deed
 - a) Where this deed is submitted to Quilter Life & Pensions Limited (Quilter) alongside an application for a Discounted Gift Trust with a new or existing Collective Investment Bond, then the Settlor is requesting Quilter to date the deed and bring the trust into effect on completion of the Discounted Gift Trust application process (includes medical underwriting and calculation of the discounted value of the gift).
 - b) Where the Settlor requires a specific date, then they should date the deed themselves. The date must be on or after the date on which the bond started.
Important In accordance with HMRC guidance, it is essential that this trust deed is not dated until the process of medical underwriting is completed and discounted value of the gift has been calculated.
2. If the Settlor is to be a Trustee:
 - The part of the document identifying the Trustees must be correctly completed by showing the Settlor as a Trustee. It is not necessary to repeat the name and address in full, writing 'the Settlor' is sufficient. For a Dual Settlor Trust 'the Settlor' means both. Where only one Settlor will be a Trustee, 'the First Settlor' or 'the Second Settlor' will also suffice.
 - It is also important that the Settlor signs the document twice, as Settlor and also as Trustee.
 - It is recommended that there is at least one additional Trustee, other than the Settlor.
3. The Settlor's fund

Box 1 – Specify the payments to be taken. Enter as a percentage of the premiums paid to the bond in the first schedule.

Box 2 – Specify how long, after the declaration date of the trust, the Settlor wishes the payments to start. Payments are made in arrears and must be at least one month (for monthly payments), three months (for quarterly payments), six months (for half-yearly payments) or 12 months (for annual payments) after the declaration date of the trust.

Box 3 – Specify the frequency of payments. This must be monthly, quarterly, half-yearly, or yearly.
Important Once the trust is dated, the amount, start date and frequency of payments cannot be changed.
4. The Settlor's spouse or Civil Partner (as defined by the Civil Partnership Act 2004) is not specifically included as a beneficiary under the settlement to ensure there are no inheritance tax implications where Single Settlor reciprocal arrangements may have been undertaken. However, the class of beneficiaries does include the widow/widower or surviving Civil Partner of the Settlor, therefore the spouse or Civil Partner can benefit from the Trust Fund from the date of the Settlor's death. If you need the spouse or Civil Partner of the Settlor to benefit during the Settlor's lifetime for a Single Settlor Trust (whether now or at a later date), then it is possible to include the spouse or Civil Partner by inserting 'spouse or Civil Partner of the Settlor' in the blank box under clause 2(5)(vii) of the Deed. However, it is not possible to add them to the Settlement after the Declaration Date has been completed.
5. The appointment of a Protector is not essential. However, if a non-UK resident Trustee is to be appointed then some Settlers may feel more comfortable knowing that Trustee dispositive functions will require the consent of another party appointed to oversee the carrying out of those functions. The Protector must consent to the appointment and so will be required to sign the document.

To ensure that you do not fall within the gift with reservation rules (Para 7, Schedule 20, Finance Act 1986), it is essential that you provide funds from your own bank account for Single Settlor cases. Funds should not come from a joint bank account.

Tax declaration and confirmation of verification of identity

For Quilter to comply with anti-money laundering legislation and regulations governing automatic exchange of information, you must complete a **Tax Declaration and CoVI form** and submit it with this deed.

The form is available here:

quilter.com/siteassets/documents/platform/declarations/14784-tax-declaration-for-trust-corporate-investors.pdf

Trust registration

A trust must register with HMRC's Trust Registration Service (TRS) if it is considered UK resident or has a UK tax liability, unless an exemption applies.

A trust must register within 90 days of the date of the trust deed. The trustees must submit evidence of registration (available from the TRS) or confirm exemption from registration to Quilter within 90 days of the trust date.

To register, visit www.gov.uk/guidance/register-a-trust-as-a-trustee

Our '**Step-by-step guide for registering your trust**' is available here:

quilter.com/siteassets/documents/platform/guides-and-brochures/qip22888_registering_trust_guide.pdf



Discounted Gift Trust

(English Law – Discretionary version)

This draft document is provided strictly as a draft for consideration by Settlor's legal advisers. Quilter Life & Pensions Limited accepts no responsibility for any loss of whatsoever nature occasioned by the adoption unamended or otherwise of this draft trust document.

Any advice given on completion of the Discounted Gift Trust is accordingly given on the basis that, having discussed the trust terms with legal advisers, the draft trust put forward for consideration is adopted duly completed but otherwise unamended.

1 – Discounted Gift Trust

1. Where the property in the First Schedule is a Collective Investment Bond being issued in respect of an application to Quilter Life & Pensions Limited then the Settlor authorises Quilter Life & Pensions Limited to date the Deed.
2. Where the property in the First Schedule is other than in 1 above, then the Settlor will date the Deed.

This Settlement is made the _____ day of _____, 20____ (the Declaration Date')

between

of

and

of

(‘the Settlor’) of the one part (and where there are two Persons identified then ‘Settlor’ means both of them jointly and the survivor of them after the death of the first to die),

and

of

and

of

▶ See note 1 regarding date.

▶ (The First Settlor)
Insert the full name and address of the First Settlor.

▶ (The Second Settlor)
Insert the full name and address of the Second Settlor.

▶ Insert the full name and address of the first Trustee. If the Settlor is to be a Trustee insert ‘The Settlor’. See note 2. We recommend having at least one Trustee other than the Settlor.

▶ Full name and address of the additional Trustee (if any).

1 – Discounted Gift Trust (continued)

and Third trustee

of

and Fourth trustee

of

(‘the Original Trustees’) of the other part.

Now this Deed witnesses as follows:

- A. The Settlor assigns the property specified in the First Schedule below to the Original Trustees to hold on the following terms.
- B. This Settlement shall be known as

2 – Definitions

- (1) **The Trustees** means the Original Trustees or the Trustees of this Settlement for the time being.
- (2) **The Trust Fund** means:
 - (i) the property specified in the First Schedule below;
 - (ii) all money investments or other property paid or transferred by any person to the Trustees or placed under the control of the Trustees and (in either case) accepted by the Trustees as additions to the Trust Property under clause 4. below; and
 - (iii) all property from time to time representing the above.
- (3) **Trust Property** means any property comprised in the Trust Fund.
- (4) **The Trust Period** means the period of 125 years beginning on the Declaration Date, which is the applicable perpetuity period under the rule against perpetuities.
- (5) **The Beneficiaries** means
 - (i) the children, step-children and descendants of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);
 - (ii) the spouses, former spouses, widows, widowers, Civil Partners, former Civil Partners and surviving Civil Partners of any persons in (i) above;
 - (iii) the widow, widower or surviving Civil Partner of the Settlor;
 - (iv) any nieces or nephews of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust)
 - (v) the brothers and sisters of the Settlor (or of either person constituting the Settlor where this is a Dual Settlor Trust);
 - (vi) the persons named or added under clause 5 below;
 - (vii) the persons or objects named in the following box (if any):

and

- (viii) at any time during which there are no Beneficiaries under any of (i) to (vii) above, any company, body or trust established for charitable purposes only;
- and **Beneficiary** shall be construed accordingly.
- (6) **Protector** means the person (if any) shown in the Third Schedule below, or such other person as is the Protector for the time being.
 - (7) **Civil Partner** has the meaning given to it in the Civil Partnership Act 2004 of the United Kingdom (or any replacement legislation).
 - (8) The **Settlor’s Fund** means the contractual right to receive regular withdrawals as specified in the Policy Terms and Conditions applicable to the property specified in the First Schedule.
 - (9) The **Residual Fund** means the whole of the Trust Fund excluding the Settlor’s Fund.

▶ Full name and address of the additional Trustee (if any).

▶ Full name and address of the additional Trustee (if any).

▶ Give the name of the trust arrangement eg ‘The A N Other family trust’.

▶ The Settlor’s spouse or Civil Partner is not specifically included as a beneficiary under the Settlement. See Note 4.

▶ If a person or entity you wish to benefit from the trust is not already covered by the definition of beneficiary in clause 2(5), enter their details here. For example; a friend or a specific charity.

2 – Definitions *(continued)*

- (10) Unless the context otherwise requires, a reference to any gender includes a reference to the other genders and the singular includes the plural and vice versa.
- (11) Where the Settlor comprises one person at the Declaration Date, this is a **Single Settlor Trust**. Where the Settlor comprises two persons at the Declaration Date, this is a **Dual Settlor Trust**.

3 – Nature of the Trust

The Trustees shall hold the Trust Fund as two funds: a Settlor's Fund for the absolute benefit of the Settlor and a Residual Fund (being the whole of the Trust Fund excluding the Settlor's Fund) for the benefit of the Beneficiaries or other Beneficiaries, as the Trustees may at their discretion, decide in accordance with the provisions of this Settlement.

4 – Power to receive additional property

- (1) The provisions of clause 4(2) below apply when both persons comprising the Settlor have died (if this is a Dual Settlor Trust) or when the Settlor has died (if this is a Single Settlor Trust).
- (2) The Trustees may, during the Trust Period, accept additional money, investments or other property, of whatever nature and wherever situate, paid or transferred to them by any other person. Such additional money, investments or other property shall, subject to any contrary direction, be held upon the trusts and subject to the powers and provisions of this Deed.

5 – Power of addition and exclusion of Beneficiaries

- (1) The Settlor (where this is a Single Settlor Trust) during his lifetime,
- (2) the persons constituting the Settlor (where this is a Dual Settlor Trust) during their joint lifetimes,
- (3) the survivor of the persons constituting the Settlor (where this is a Dual Settlor Trust) during his lifetime, or
- (4) two Beneficiaries after the death (a) of the Settlor (where this is a Single Settlor Trust) or (b) both persons comprising the Settlor (where this is a Dual Settlor Trust), may by deed or deeds and with the written consent of the Trustees at any time or times during the Trust Period add any persons to the Beneficiaries other than the Settlor or the Settlor's spouse or Civil Partner.
- (5) Any Beneficiary or any person who may become a Beneficiary may declare in writing to the Trustees that he is to cease to be a Beneficiary, or may not be added as or become a Beneficiary, to take effect from the date of receipt of such declaration.

6 – Trusts of the Settlor's Fund

- (1) The Trustees shall hold the Settlor's Fund for the Settlor absolutely. The Trustees shall accordingly make the payments or transfers in accordance with the Second Schedule below from the Settlor's Fund to the Settlor.
- (2) The Trustees shall pay or transfer the Settlor's Fund to the Settlor in the amounts and at the frequencies shown in the Second Schedule. Any amount accruing after the death of the first to die of the persons comprising the Settlor where this is a Dual Settlor Trust shall belong to the survivor and shall not be apportioned between them. The Settlor may, during the Trust Period, direct in writing that any amounts under the Second Schedule below that have not yet fallen due for payment or transfer, shall be held on the trusts of the Residual Fund.

7 – The income of the Residual Fund

Subject to the overriding powers below:

- (1) The Trustees may accumulate the whole or part of the income of the Residual Fund during the Trust Period. That income shall be added to the Residual Fund.
- (2) The Trustees shall, subject to the prior written consent of the Protector (if any), pay or apply the remainder of the income of the Residual Fund to or for the benefit of all or any one or more of the Beneficiaries as the Trustees think fit, during the Trust Period.

8 – Overriding powers in relation to the Residual Fund

The Trustees shall during the Trust Period have the following powers exercisable with the written consent of the Protector (if any):

- (1) Power of appointment
 - (a) The Trustees may appoint that they shall hold the whole or any part or parts of the Residual Fund for the benefit of all or any one or more of the Beneficiaries, on such terms as the Trustees think fit.
 - (b) An appointment may create any provisions, and in particular:
 - (i) discretionary trusts and
 - (ii) dispositive or administrative powers, exercisable by any person.
 - (c) An appointment shall be made by deed and may be revocable or irrevocable.
- (2) Transfer of Trust Property to new Settlement:

Where, if this is a Dual Settlor Trust, both persons comprising the Settlor have died or, if this is a Single Settlor Trust, the Settlor has died, the Trustees may by deed declare that they hold any Trust Property on trust to transfer it to Trustees of a Qualifying Settlement, to hold on the terms of that Settlement, freed and released from the terms of this Settlement.

A Qualifying Settlement here means any Settlement, wherever established, under which every person who may benefit is (or would if living or added be) a Beneficiary of this Settlement.
- (3) Power of advancement:

Where, if this is a Dual Settlor Trust, both persons comprising the Settlor have died or, if this is a Single Settlor Trust, the Settlor has died the Trustees may pay or apply any Trust Property for the advancement or benefit of any Beneficiary.

9 – Default Trusts of the Residual Fund

Subject as above, the Residual Fund and its income shall be held on trust for the descendants of the Settlor living at the end of the Trust Period (and in equal shares if more than one) absolutely and, subject to that for such charitable purposes as the Trustees shall select.

10 – Successor Protectors and tacit consent

- (1) The Protector shall cease to be the protector:
 - (i) if an individual, on death; or
 - (ii) if a corporation, on dissolution; or
 - (iii) in either case, on;
 - becoming unable or unfit to act; or
 - making a valid appointment under (2) below.
- (2) If the Protector wishes to retire he may appoint in writing another person to be Protector of this Settlement and
 - (i) when the Trustees have been given written notice of the appointment; and
 - (ii) the person appointed has consented in writing;such person shall immediately become the Protector in place of the retiring Protector and any nomination under (3) below shall be revoked.
- (3) The Protector may in writing nominate a person to succeed him should he cease to be the Protector and, upon such cessation,
 - (i) if the nomination remains unrevoked;
 - (ii) the Trustees have been given written notice of the nomination; and
 - (iii) the person nominated consents in writing then;such person shall immediately become the Protector.
- (4) Where there is a Protector but he fails to respond to a written request from the Trustees within 30 days (or such longer period as may be specified in a notice given to the Trustees under subclause 11(3) below), then the Trustees may take silence to indicate written consent by the Protector and act accordingly.
- (5) If, despite the provisions of this clause, there ceases to be at any time a Protector of this Settlement, then the Settlor, or if there is no Settlor in existence and capable of making an appointment, the Trustees may in writing appoint any person (other than a Trustee) to be the Protector.
- (6) There shall be no duty to appoint a Protector, whether or not the Settlor has appointed a Protector by this Deed.

11 – Powers and duties of the Protector

- (1) The powers and duties of the Protector are fiduciary in nature.
- (2) The Protector is under no duty to enquire into or interfere with the management or conduct of this Settlement, unless he has actual knowledge of circumstances which call for enquiry.
- (3) The Protector shall consider the appropriateness of any act before giving his consent to it and shall if need be inform the Trustees that the 30-day period mentioned in clause 10(4) is insufficient in the circumstances and inform them of such specified longer period as he may reasonably require.

12 – Appointment of Trustees

- (1) A person may be appointed Trustee of this Settlement even though he has no connection with the British Isles.
- (2) The power of appointing new trustees is exercisable by the following:
 - (i) the Protector (if any); or
 - (ii) if there is no Protector able and willing to act, the Settlor; or
 - (iii) in the absence of a Settlor and a Protector able and willing to act, the Trustees.
- (3) For the purposes of clause 12(2)(ii) and (iii) the Protector shall be deemed to be unable or unwilling to act if he fails to respond to a written request from the Trustees within the period of time stated in clause 10(4) or such longer period as may be specified pursuant to clause 11(3) above.

13 – Retirement and removal of Trustees

- (1) Any Trustee may retire at any time provided 30 days' written notice is given to the person who currently has the power to appoint new Trustees.
- (2) The Protector shall have power to dismiss a Trustee by giving 30 days' notice in writing to such Trustee. Any person removed as Trustee shall (subject to any lien that he may have) take such steps as may be required for the vesting without delay in the continuing or new Trustees of all Trust Property in his name or under his control.
- (3) Neither the retirement nor dismissal described in this paragraph shall take effect unless and until there remain at least two Trustees or a Trustee which is a company carrying on a business which consists of or includes the management of trusts.

14 – Exclusion of the Settlor

Notwithstanding anything else in this deed, no power conferred by this Settlement shall be exercisable, and no provision shall operate so as to allow the Residual Fund or its income or any part or parts of them to become payable to or applicable for the benefit of:

- (1) the Settlor; or
- (2) if this is a Dual Settlor Trust, either person comprising the Settlor in any circumstances in any manner and to any extent whatsoever.

15 – Irrevocability

This Settlement is irrevocable.

16 – Further provisions

- (1) The provisions set out in the Fourth Schedule below shall have effect.

17 – Law of the Trust

- (1) The governing law of this Settlement, and of its validity, construction, effects and administration, shall be that of England and Wales. All rights or obligations under this deed shall be subject to the jurisdiction of the English courts.

The First Schedule: The Trust Property

The Second Schedule: The Settlor's Fund

The payments to be made in accordance with this schedule are indicated by completion of the details below.

Level Payments

% per annum of the single premium for the Trust Property shown in the First Schedule, the first payment arising months after the Declaration Date, and subsequently payable thereafter and ceasing with the last payment to arise before the death of:

- (a) the Settlor if this is a Single Settlor Trust; or
- (b) the later to die of the two persons comprising the Settlor if this is a Dual Settlor Trust.

The Third Schedule: The Protector

Protector's full name
of

The Fourth Schedule: Administrative provisions

1. Additional powers

The Trustees have the following additional powers:

(1) Investment

- (a) The Trustees may make any kind of investment that they could make if they were absolutely entitled to the Trust Fund. In particular the Trustees may invest in land in any part of the world and in unsecured loans.
- (b) The Trustees are under no obligation to diversify the Trust Fund.
- (c) The Trustees may invest in speculative or hazardous investments but this power may only be exercised at the time when there are at least two Trustees, or the Trustee is a company carrying on a business which consists of or includes the management of trusts.

(2) Joint property

The Trustees may acquire property jointly with any person and may blend Trust Property with other property.

(3) General power of management and disposition

The Trustees may effect any transaction relating to the management or disposition of Trust Property as if they were absolutely entitled to it.

(4) Powers in relation to life insurance policies and capital redemption contracts

The Trustees may apply all or part of the Trust Property in purchasing or maintaining any policy of life insurance on the life or lives of any person, or any capital redemption contract, and shall have all the powers of an absolute owner in respect of any such policy or contract.

(5) Repair and improvement

The Trustees may repair, develop, or improve Trust Property in any way.

(6) Income and capital

- (a) The Trustees may acquire:
 - (i) wasting assets, and
 - (ii) assets which yield little or no income for investment or any other purpose.
- (b) The Trustees are under no duty to procure distributions from a company in which they are interested.

- ▶ Provide details of the Collective Investment Bond (or other asset) to be assigned to the trust.
- For existing bonds, enter the account number (starting with AC) or the Bond ID (starting with 3).
- When submitting this deed alongside an application for a new bond enter the contribution amount and date of application.

▶ See note 3.

▶ Insert the full name and address of the Protector (if any). See note 5.

- (c) The Trustees may pay taxes and other expenses out of income, although they would otherwise be paid out of capital.
- (d) Generally, the Trustees are under no duty to hold a balance between conflicting interests of Beneficiaries.
- (e) The Trustees may (subject to the jurisdiction of the Court) determine whether receipts and liabilities are to be considered as capital or income, and whether expenses ought to be paid out of capital or income provided that no expenses properly attributable to the Settlor's Fund shall be paid out of either capital or income of the Residual Fund. The Trustees shall not be liable for any act done in pursuance of such determination (in the absence of fraud or wilful default) even though it shall subsequently be held to have been wrongly made.
- (f) Income may be set aside and invested to answer any liabilities which in the opinion of the Trustees ought to be borne out of income or to meet depreciation of the capital value of any Trust Property.

(7) Application of trust capital as income

Where, if this is a Dual Settlor Trust, both persons comprising the Settlor have died or, if this is a Single Settlor Trust, the Settlor has died, the Trustees may apply Trust Property as if it were income arising in the current year. In particular, the Trustees may pay such income to an Income Beneficiary as his income, for the purpose of augmenting his income.

Income Beneficiary here and in the next paragraph (8) means a person to whom income of the Trust Property is payable as of right or at the discretion of the Trustees.

(8) Use of Trust Property

Where, if this is a Dual Settlor Trust, both persons comprising the Settlor have died or, if this is a Single Settlor Trust, the Settlor has died, the Trustees, with the written consent of the Protector (if any), may:

- (a) Acquire any interest in property for occupation or use by an Income Beneficiary.
- (b) Permit an Income Beneficiary to occupy or enjoy the use of Trust Property on such terms as they think fit.
- (c) Lend trust money to an Income Beneficiary. The loan may be interest free and unsecured, or on such terms as the Trustees think fit.
- (d) Charge Trust Property as security for any debts or obligations of an Income Beneficiary.

(9) Trade

The Trustees may carry on a trade, in any part of the world, alone or in partnership.

(10) Borrowing

The Trustees may borrow money for investment or any other purpose. Money borrowed shall be treated as Trust Property.

(11) Delegation

A Trustee or the Trustees jointly (or other person in a fiduciary position) may authorise any person to exercise all or any functions on such terms as to remuneration and other matters as they think fit. A Trustee shall not be responsible for the default of that person (even if the delegation was not strictly necessary or convenient) provided he took reasonable care in his selection and supervision. None of the restrictions on delegation in sections 12 to 15 of the Trustee Act 2000 shall apply.

(12) Nominees and custodians

- (a) The Trustees may appoint a person to act as their nominee in relation to such of the assets of the Settlement as they may determine. They may take such steps as are necessary to secure that those assets are vested in the nominee.
- (b) The Trustees may appoint a person to act as custodian in relation to such of the assets of the Settlement as they may determine. The Trustees may give the custodian custody of the assets and any documents or records concerning the assets. The Trustees are not obliged to appoint a custodian of securities payable to bearer.
- (c) The Trustees may appoint a person to act as nominee or custodian on such terms as to remuneration and other matters as they may think fit.

(13) Offshore administration

The Trustees may carry on the administration of this Settlement anywhere they think fit.

(14) Indemnities

The Trustees may indemnify any person for any liability relating to this Settlement.

(15) Security

The Trustees may mortgage or charge Trust Property as security for any liability incurred by them as Trustees (and may grant a floating charge so far as the law allows), provided always that property comprised in the Residual Fund may not be mortgaged or charged to secure any liability incurred in relation to the Settlor's Fund.

(16) Supervision of company

The Trustees are under no duty to enquire into the conduct of a company in which they are interested, unless they have knowledge of circumstances which call for enquiry.

(17) Appropriation

The Trustees may appropriate Trust Property to any person or class of persons in or towards the satisfaction of their interest in the Trust Fund.

(18) Receipt by charities

Where Trust Property is to be paid or transferred to a charity, the receipt of the treasurer or appropriate officer of the charity shall be a complete discharge to the Trustees.

(19) Release of powers

The Trustees (or other persons in a fiduciary position) with the written consent of the Protector (if any) may by deed release wholly or in part any of their rights or functions and (if applicable) so as to bind their successors.

(20) Power to pay taxes

The Trustees may pay out of the Trust Fund any taxes of any kind which become payable by the Trustees anywhere in the world in respect of any part of the Trust Fund (whether or not enforceable against the Trustees or any of them) notwithstanding that the payment of taxes may be prejudicial to one or more of the Beneficiaries, provided always that no payment may be made out of the Residual Fund for or on account of taxes payable in respect of the Settlor's Fund.

(21) Ancillary powers

The Trustees may do anything which is incidental or conducive to the exercise of their function.

2. Minors

- (1) Where the Trustees may apply income for the benefit of a minor, they may do so by paying the income to the minor's parent or guardian on behalf of the minor, or to the minor if he has attained the age of 16. The Trustees are under no duty to inquire into the use of the income unless they have knowledge of circumstances which call for inquiry.
- (2) Where the Trustees may apply income for the benefit of a minor, they may do so by resolving that they hold that income on trust for the minor absolutely and:
 - (a) The Trustees may apply that income for the benefit of the minor during his minority.
 - (b) The Trustees shall transfer the residue of that income to the minor on his attaining the age of 18.
 - (c) For investment and other administrative purposes that income shall be treated as Trust Property.

3. Mentally handicapped Beneficiary

Where income or capital is payable to a Beneficiary who does not have the mental capacity to appoint an attorney with an enduring general power, the Trustees may (subject to the directions of the Court or his Receiver) apply that income or capital for his benefit.

4. Disclaimer

A person may disclaim his interest in this settlement or exclude himself as a Beneficiary wholly or in part and either revocably or irrevocably. No disclaimer or exclusion shall take effect until written notice has been given to the Trustees.

5. Apportionment

Income and expenditure shall be treated as arising when payable, and not from day to day, so that no apportionment shall take place.

6. Conflicts of interest

- (1) In this paragraph:
 - (a) **'Fiduciary'** means a person subject to fiduciary duties under this Settlement.
 - (b) **'An Independent Trustee'**, in relation to a person, means a Trustee who is not:
 - (i) a brother, sister, ancestor, descendant or dependent of the person;
 - (ii) a spouse or Civil Partner of the person or a spouse or Civil Partner of anyone at sub-paragraph 6(1)(b)(i) above; or
 - (iii) a company controlled by one or more of any of the above.
- (2) Subject to paragraph 6(3) below a Fiduciary may:
 - (a) enter into a transaction with the Trustees; or
 - (b) be interested in an arrangement in which the Trustees are or might have been interested; or
 - (c) act (or not act) in any other circumstances even though his fiduciary duty under the Settlement conflicts with other duties or with his personal interest.

- (3) Paragraph 6(2) above only has effect if:
 - (a) the Fiduciary first discloses to the Trustees the nature and extent of any material interest conflicting with his fiduciary duties, and
 - (b) there is an Independent Trustee in respect of whom there is no conflict of interest, and he considers that the transaction arrangement or action is not contrary to the general interest of the Settlement.
- (4) The powers of the Trustees may be used to benefit a Trustee (to the same extent as if he were not a Trustee) provided that there is at least one Trustee in respect of whom there is no conflict of interest.

7. Absolute discretion clause

- (1) The Powers of the Trustees may be exercised:
 - (a) at their absolute discretion; and
 - (b) from time to time as occasion requires.
- (2) The Trustees are not under any duty to consult with any Beneficiaries or to give effect to the wishes of any Beneficiaries.

8. Trustee and Protector remuneration

- (1) A Trustee or Protector acting in a professional capacity is entitled to receive reasonable remuneration out of the Trust Fund for any services that he provides on behalf of the Trust.
- (2) For this purpose, a Trustee or Protector acts in a professional capacity if he acts in the course of a profession or business which consists of or includes the provision of services in connection with:
 - (a) the management or administration of trusts generally or a particular kind of trust, or
 - (b) any particular aspect of the management or administration of trusts generally or a particular kind of trust.
- (3) The Trustees may make arrangement to remunerate themselves for work done for a company connected with the Trust Fund.

9. Commission and bank charges

- (1) A person may retain any reasonable commission or profit in respect of any transaction relating to this Settlement even though that commission or profit was procured by an exercise of fiduciary powers (by that person or some other person) provided that:
 - (a) the person would in the normal course of business receive and retain the commission or profit on such transaction; and
 - (b) the receipt of the commission or profit shall be disclosed to the Trustees.
- (2) A bank may make loans to the Trustees and generally provide banking services upon its usual terms and shall not be liable to account for any profit so made even though the receipt of such profit was procured by an exercise of fiduciary powers (by the bank or some other person).

10. Liability of Trustees

- (1) A Trustee shall not be liable for acting in accordance with the advice of a professional legal adviser qualified under the laws of a relevant jurisdiction, of at least ten years' standing, with respect to this Settlement. The Trustees may in particular conduct legal proceedings in accordance with such advice without obtaining a Court Order. A Trustee may recover from the Trust Fund any expenses where he has acted in accordance with such advice.
- (2) The above sub-paragraph does not apply:
 - (a) if the Trustee knows or has reasonable cause to suspect that the advice was given in ignorance of material facts;
 - (b) if proceedings are pending to obtain the decision of the court on the matter;
 - (c) in relation to a Trustee who has a personal interest (other than his rights to remuneration as a Trustee and to retain commission) in the subject-matter of the advice; or
 - (d) in relation to a Trustee who is adjudicated by a competent court to have committed a breach of trust relating to the subject matter of advice.
- (3) The Trustees may distribute Trust Property or income in accordance with this Settlement without having ascertained that there is no person who is or may be entitled to any interest therein by virtue of an illegitimate relationship. The Trustees shall not be liable to such a person unless they have notice of his claim at the time of the distribution.
- (4) No Trustee shall be liable for any breach of trust or for any loss or damage which may happen to the Trust Fund or its income at any time or from any cause whatsoever unless such loss or damage shall be caused by his own actual fraud or wilful default.
- (5) This paragraph does not prejudice any right of any person to follow property or income into the hands of any person, other than a purchaser, who may have received it.
- (6) The protection conferred on the Trustees by this paragraph operates to the widest extent permitted by law, but to such extent only.

quilter.com

Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.

QIP04643/60/3886/August 2023

Authority

This section must be completed and signed by the Trustees requesting the regular withdrawal.
The undersigned hereby confirms:

1. I authorise and request Quilter Life & Pensions Limited ('Quilter') to make withdrawals for the amount and frequency as specified in the Second Schedule of the attached Trust to the bank account specified in this withdrawal authority.
2. The Trustees are entitled to the legal interest in the Policies to be surrendered and, that no notice of assignment or mortgage affecting any beneficial interest has been received by the Trustees
3. I understand that these withdrawals will be made in accordance with the bond Terms and Conditions.
4. I confirm that the payee is not an undischarged bankrupt and/or deemed to be insolvent in accordance with the meaning of the Insolvency Act 1986 or Enterprise Act 2002.
5. I confirm that such payment to the Payee in 'Payment Instructions' section above will discharge Quilter from all liabilities and claims arising by virtue of this surrender.
6. I understand that there may be tax implications for the withdrawals made from the bond.
7. I confirm that I have seen and read the privacy notice at quilter.com/privacy

Signatories - all Trustees must sign this authority

Signed Date (dd/mm/yyyy)

Full name

Signed Date (dd/mm/yyyy)

Full name

Signed Date (dd/mm/yyyy)

Full name

Signed Date (dd/mm/yyyy)

Full name

Internal use only

Date (dd/mm/yyyy)

Quilter reserves the right to delay any payment(s) until all of its requirements have been satisfied including, for example, the receipt of redemption proceeds from the sale of assets associated with the payment(s) and the receipt of all appropriate documentation.

Contact details

Please complete details of who to contact, if any queries should arise.

Name

Telephone number

Email address

quilter.com

Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.

Quilter Investment Platform is the trading name of Quilter Investment Platform Limited which provides an Individual Savings Account (ISA), Junior ISA (JISA) and Collective Investment Account (CIA) and Quilter Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).

Quilter Investment Platform Limited and Quilter Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively.

Registered Office at Senator House, 85 Queen Victoria Street, London, EC4V 4AB, United Kingdom. Quilter Investment Platform Limited is authorised and regulated by the Financial Conduct Authority. Quilter Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.