

Discounted Gift Trust (Bare Version)

Assistance with completing the trust deed



This guide is designed to assist with the completion of a discounted gift trust deed. This trust deed will create a new discounted gift trust by assigning the ownership of a new or existing Collective Investment Bond to the chosen trustees.

Please note, neither Quilter Life & Pensions or its staff are authorised to provide legal advice and cannot be held responsible for any actions taken or refrained from being taken as a result of the guidance given in this document.

Tips for getting started

- ✓ Ensure you have the [latest version of the trust deed](#).
- ✓ An application for a Collective Investment Bond must be made using the [discounted gift trust application form](#). The form includes a medical questionnaire and an authority for Quilter to contact the settlor's general practitioner (GP).
- ✓ The settlement date on this deed must not be added until medical underwriting is completed and any supplementary evidence received and reviewed by Quilter. We will inform you when the deed can be dated. If you send the deed without a settlement date, then Quilter will date the deed once all requirements are fulfilled.

When you've completed the deed

- ✓ Remember to include the tax declaration and confirmation of identity forms which are attached to the trust deed.
- ✓ If the settlor has dated the deed, then their financial adviser can deliver the deed to Quilter electronically via [PROMPT](#). Else, post the deed to Quilter, Sunderland, SR43 4JP
- ✓ The trust will need to be registered within 90 days of the settlement date or risk a £5,000 fine. *The trustees must send Quilter the proof of registration document.* [Our step-by-step guide](#) will assist with the process

Discounted Gift Trust

(English Law - Bare version)

This draft document is provided strictly as a draft for consideration by Settlor's legal advisers. Quilter 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

- 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.
- 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

See Note 1 regarding date.

The Settlor

Name

Address

and

Name

Address

(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.

(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

The Original Trustees

Name

Address

and

Name

Address

See Note 2. Insert the full name and address of the first Trustee. If the Settlor is to be a Trustee insert 'The Settlor'.

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

post issue/DA

Settlement Date

- ➔ In most cases, Quilter will date the deed on receipt for all requirements, including medical underwriting. If you would like Quilter to date the deed, leave blank.
- ➔ If you'd like a specific date to be applied, then the settlor must apply the date themselves.

For example, where multiple trusts are to be dated on separate days.

- ➔ If the settlor would like to date the deed, then the date cannot be earlier than;
 - the bond start date or
 - the date on which all medical underwriting requirements are fulfilled.
- ➔ Our DGT administration team will be in contact with the settlor's financial adviser throughout the underwriting process and can confirm when it is acceptable to date the deed.

Enter the name and address of each settlor

The settlor is the person setting up the trust. They will also be the owner of the Collective Investment Bond.

If there are two settlors, then any reference to 'the settlor' in this deed and guide means both of them.

Does it matter which settlor is listed first / second?

No, the order in which you write the settlors does not have any impact.

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1 - Discounted Gift Trust

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This Settlement is made the

day of , 20 (the Declaration Date) between

See Note 1 regarding date.

The Settlor

Name

Address

and
Name

Address

(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.

(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

The Original Trustees

Name

Address

and
Name

Address

See Note 2. Insert the full name and address of the first Trustee. If the Settlor is to be a Trustee insert 'The Settlor'.

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

Enter the name and address of each trustee

- There is space for two trustees on this page, and a further two on the next page.
- If the settlor is a trustee, you can write 'the settlor' in name box. You do not need to repeat their address.

Does the settlor have to be a trustee?

No, though keep in mind that only the trustees are entitled to access details about the bond and will receive all correspondence.

How many trustees should there be?

We recommend at least at least one trustee who is not also the settlor and a minimum of two trustees in total.

Enter the name and address of each trustee (continued)

→ There is space for two more trustees on this page

Enter the trust's name

You can give the trust any name you like but keep in mind that this name will be used by Quilter as the addressee for all correspondence – so it should be a name which you don't mind the postal service seeing.

The Original Trustees *(continued)*

and
Name
Address

and
Name
Address

(the Original Trustees) of the other part.

Now this Deed witnesses as follows:

- A. The Settlor assigns the property of 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 the 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
 - (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 the persons named in the Second Schedule and 'Beneficiary' shall be construed accordingly.
- (6) **Protector** means the person (if any) shown in the Fourth 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.
- (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 (see further clause 5 below) and a Residual Fund (being the whole of the Trust Fund excluding the Settlor's Fund) for the benefit of the Beneficiaries (see further clause 6 below).

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 with and subject to the powers and provisions of this Deed.

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, eg. 'The A N Other family trust'.

Proceed to page 5 of the trust deed

9 – 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 9(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 7(4) or such longer period as may be specified pursuant to clause 8(3) above.

10 – 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.

11 – 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.

12 – Irrevocability

This Settlement is irrevocable.

13 – Further provisions

- (1) The provisions set out in the Fifth Schedule below shall have effect subject always to the terms of clauses 3, 5 and 6 of this Deed.

14 – 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

Collective Investment Bond

Bond ID

OR

Bond account number -

OR

Date of the bond application AND

Total premiums paid £

You must enter:
– Bond ID (example: 3000012345) or
– Bond Account Number (example AC 1234567-003)

These can be found on the confirmation schedule issued following the completion of the bond application.

If you do not have either of these numbers write:
– the date of the bond application and
– the total premium(s) paid

The premium is the total amounts paid into the bond (including any initial advice fees).

Enter the Collective Investment Bond's details

This is where we define the asset which is to be placed into the trust. This is particularly important as a trust cannot be declared unless the gift is clearly defined.

You must enter either:

Bond ID

Begins with a 3.

Example: 3000012345

Or, Account number

Begins with AC and ends with a hyphen and three digits

Example: AC123456- 002

Or, date of bond application and premium

This is the date the application form for a CIB was completed. The premium is the amount which has (or will be) paid to the bond LESS any initial advice fee agreed. This option is usually used if the bond has not yet started.

Where can I find the bond ID or Account number?

These numbers will be provided in a confirmation schedule issued after the bond's start date.

- ▶ See Note 3. Enter the details of the Beneficiaries.
- ▶ If there is insufficient space to list all Beneficiaries, provide details of the others on a copy of the second schedule and attach it to this document.

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

% per annum of the single premium for the Trust Property shown in the First Schedule.

The first payment arising months after the Declaration Date (**the Start 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.

- ➔ Stated share for each beneficiary must add up to 100%
- ➔ Neither the beneficiaries or their share of the trust fund can be changed after the trust deed is dated.
- ➔ There is space for six beneficiaries
- ➔ If you can insert additional copies of this page if you need additional space.

Specify the settlor's payments from the trust

Box 1 – How much will the settlor receive per year?

- Box 2 – How many months, after the trust is started, should the payments begin?**

- ➔ There is a minimum period which depends on your chosen payment frequency. This is because the payments will be made in arrears.
- ➔ You can also defer the payment by a maximum of 60 months.
- ➔ The table below shows the minimum and maximum which applies. You can choose any number of months between these two figures.

Frequency	Minimum period	Maximum period
Monthly	1 month	60 months
Quarterly	3 months	60 months
Half- Yearly	6 months	60 months
Yearly	12 months	60 months

When does the trust start?

The trust starts once all medical underwriting is completed and a settlement date is applied to page 2 of this deed.

Box 3 – Frequency of payment

Write - Monthly, Quarterly, Half-yearly or Yearly.

The Fourth Schedule: The Protector

Protector's full name

Address

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

The Fifth 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.
- (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) Trade

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

(8) Borrowing

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

(9) 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.

Enter the name and address of the protector (if any)

The protector is an optional role which can provide additional oversight of the action of the trustees. For example:

- The protector has the power to dismiss a trustee with 30 days' notice.
- The trustees must obtain the consent of the protector to exercise certain powers, such as power of appointment in section 6.

Who can be the protector?

Any person aged 18+, including anyone who is already a settlor or trustee.

However, we recommend using a person who is not otherwise party to the trust to ensure independence.

Proceed to page 10 of the trust deed

The Fifth Schedule: Administrative provisions (continued)

- (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.
- 11. Change of governing law**
- (1) The Trustees may during the Trust Period by Deed with the consent of the Protector (if any) or otherwise the Settlor during his life, or of two Beneficiaries after his death, declare that from the date of such declaration:
- (a) The law of any Qualifying Jurisdiction governs the validity of this Settlement, and its construction, effects and administration, or any severable aspects of this Settlement; and
 - (b) The courts of any Qualifying Jurisdiction have exclusive jurisdiction in any proceedings involving rights or obligations under this Settlement.
- In this paragraph a 'Qualifying Jurisdiction' is one which recognises trusts (as defined in the Hague Convention on the Law Applicable to Trusts and on their Recognition).

The Settlor's signatures and witnesses

Signed as a Deed and delivered by

First Settlor

In the presence of:

Witness signature

Witness full name

Witness address

Signed as a Deed and delivered by

Second Settlor (if any)

In the presence of:

Witness signature

Witness full name

Witness address

► All signatures must be made in blue or black ink. Digital signatures are not permitted.
► The First Settlor's signature.

► Each Settlor, Trustee and Protector signature must be witnessed. A witness cannot be a Settlor, Beneficiary, Trustee or Protector.
► One person may act as witness for all signatures.

For each witness signature, provide full name and address.

► The Second Settlor's signature (if any).

Signatures and witnesses - General guidance

The deed must be signed by the settlor, protector (if any) and all trustees. Each signature requires an independent witness.

- All signatures must be made in ink. Digital signatures are not permitted.
- Where the settlor is also a trustee they must sign the deed twice. If they're also the protector, then they must sign in this capacity as well.
- An independent witness is any adult who is not otherwise a settlor, protector, trustee or beneficiary of the trust.
- The same witness may be used for multiple signatures.

Settlor signs

Settlor's witness signs

Settlor's witness name

Settlor's witness address

Second Settlor signs

Second Settlor's witness signs

Second Settlor's witness name

Second Settlor's witness address

The diagram illustrates the layout of a Trust Deed form, which is divided into four identical sections for multiple trustees. Each section contains the following fields:

- Signed as a Deed and delivered by:** A section for the trustee's signature and date of birth.
- In the presence of:** A section for the witness's signature, full name, and address.
- Additional Trustee signature and date of birth (where applicable):** A section for additional trustees.

Callouts from the right side of the image point to specific fields in the first section:

- Trustee signs** points to the "Signed as a Deed and delivered by" section.
- Trustee date of birth** points to the "Date of birth" field.
- Trustee's witness signs** points to the "In the presence of" section.
- Trustee's witness name** points to the "Witness signature" field.
- Trustee's witness address** points to the "Witness address" field.
- Trustee signs** points to the "Additional Trustee signature and date of birth (where applicable)" section.
- Trustee date of birth** points to the "Date of birth" field.
- Trustee's witness signs** points to the "In the presence of" section.
- Trustee's witness name** points to the "Witness signature" field.
- Trustee's witness address** points to the "Witness address" field.

The Original Trustees' signatures and witnesses (continued)

The common seal of the Original Trustees has been affixed on this date:

(dd/mm/yyyy)

In the presence of:

Director/Secretary/ Authorised Signatory

Name of person signing

Place of sealing and signing

and the Protector signifies consent to act as Protector of this Settlement

The Protector's signature and witness

Signature of Protector

Date of birth

Protector

(dd/mm/yyyy)

In the presence of:

Witness signature

Witness full name

Witness address

Where a company is to be appointed as a Trustee, the common seal of the company may be affixed here. If the company does not use a common seal, the authorised signatory(ies) should sign in the Trustee signature boxes above.

See Note 5: Signature and date of birth of the Protector (if any)

Corporate trustee's seal

A corporate trustee may sign the deed by placing the company's seal here. You must include:

- Date on which the seal was applied
- Signature of a director / secretary or other authorised signatory
- Address where the seal was applied (usually the company's address)

If the corporate trustee does not use a seal, the signatory(ies) may sign in the trustee signature boxes above.

Protector signs

Protector's date of birth

Protector's witness signs

Protector's witness name

Protector's witness address

Reset



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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 1690671 and 4163431 respectively.

Registered Office of 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.

QIP 04638/131/7555 September 2024

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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 Quilter Collective Investment 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	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text"/>
Full name	<input type="text"/>		
Signed	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text"/>
Full name	<input type="text"/>		
Signed	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text"/>
Full name	<input type="text"/>		
Signed	<input type="text"/>	Date (dd/mm/yyyy)	<input type="text"/>
Full name	<input type="text"/>		

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	<input type="text"/>
Telephone number	<input type="text"/>
Email address	<input type="text"/>

[Reset](#)



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QIP0484/3131/17555/September 2024

Trustee's signatures

- ➔ Each trustee signs and writes their name.
- ➔ Provide the date of each signature. The date used here does not affect the settlement date on page 2 of the trust deed.

Contact details (optional)

- ➔ Provide the contact details Quilter should use in case of query with this form.
- ➔ This is usually the trust's financial adviser.