

Discretionary Trust - Settlor Excluded (Scots Law)

Assistance with completing the trust deed



This guide is designed to assist with the completion of a discretionary trust deed (settlor excluded, Scots law version). This trust deed will create a new discretionary trust by assigning the ownership of a new or existing Collective Investment Bond to the chosen trustees.

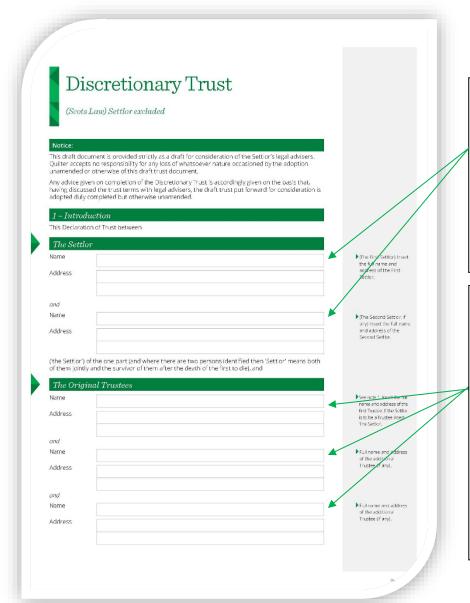
Please note, neither Quilter Life & Pensions or its staff are authorised to provide legal advice and cannot be held responsible for any actions taken or refrained from being taken as a result of the guidance given in this document.

Tips for getting started

- ✓ Ensure you have the latest version of the trust deed
- ✓ Ensure you place an application for a Collective Investment Bond in the name of the settlor(s)

When you've completed the deed

- ✓ Remember to include the tax declaration and confirmation of identity forms which are attached to the trust deed.
- ✓ The settlor's 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.





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.

Enter the name and address of each trustee

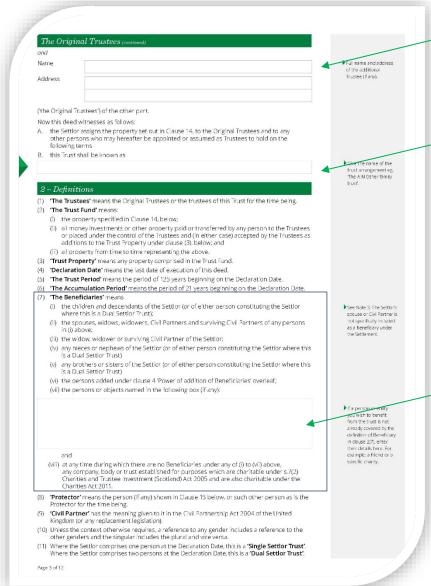
- → There is space for three trustees on this page, and a further two on the next page.
- → If the settlor is a trustee, you can write 'the settlor' in name box. You do not need to repeat their address.

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 one 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.

Enter the name of any additional beneficiaries

This box is optional. You can use it to nominate beneficiaries which are not already covered by the standard definition of beneficiary which given section 2(5) (as outlined here) of the deed.

When would I use this box?

This discretionary trust defines the beneficiaries by describing classes.

For example 2(7)(i) includes children and descendants of the settlor. This means the children, grandchildren and great grandchildren of either settlor are automatically included. This is regardless of whether they're born after the trust's declaration date.

We strongly recommend reviewing the definition of beneficiary as given in the deed. If you would like to include a specific person who is not covered by these definitions, then use the box provided.

If you need more space:

You can write out a list separately. We recommend writing "Section 2(7) Continuation" and the name of your trust in the header.

Write "see continuation page" into this box within the deed.

	3 – Exclusion of the Settlor	
	twithstanding anything else in this deed, no power conferred by this settlement should be ercisable and no provision shall operate so to allow the Trust Fund or its income to become	
pay	resade and no provision shall operate so to allow the Trust Fond of its income to become vable to or applicable for the benefit of the Settlor in any circumstances whatsoever.	
14	4 – The Trust Property	Enter the bon account numb Collective Inve
5	Sond D	Bond (CIB) to I assigned to tru
	3	The bond ID a
C	DR .	account numb
	Bond account A C -	confirmation of issued during application pro
C	ther	The whole CIB w assigned Altern you can use Oth specify individual segments to be
		The CIB must be by the settlor of
	\sim	Other - This box
225	y policy of life assurance specified above, unless the context otherwise requires, includes all sums ured by, or to become payable by virtue of, that policy and all benefits, privileges or advantages	optional You ca specify other as than a GB to be to this trust.
atta	aching to it.	
1.5	5 – The Protector	
	stector's full	
nan		See note 2, in full name and
of		of the Prote o
_		
16	6 – 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 Irrustees may effect any transaction relating to the management or disposition of Irrust.	
	Property as if they were absolutely entitled to it.	
(4)	Property as if they were absolutely entitled to it. Powers in relation to life insurance policies and capital redemption contracts The Irustees may apply all or part of the Irust 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 powers of an absolute owner in respect of any such opicity or contract.	
	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	



Enter the Collective Investment Bond's Reference

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

Where can I find these numbers?

On the confirmation scheduled issued after onboarding the application for the bond via our website.

Other property (if any) / Or part bond assignment

This box is optional. It can be used to either:

- A) Add property other than a Collective Investment Bond into the trust. E.g. Cash.
- B) Assign part of a Collective Investment Bond. Example: Writing 1 – 500 would assign the first 500 segments of the Collective Investment Bond identified above.

Page 6 continued

13 - Exc	lusion of the Settlor	
Notwithstar	ntasion of the section anding anything else in this deed, no power conferred by this settlement should be and no provision shall operate so to allow the Trust Fund or its income to become	
	or applicable for the benefit of the Settlor in any circumstances whatsoever.	
14 - The	2 Trust Property	Enter the bond ID OR account number for the Collective Investment
Bond D	3	Bond (CIB) to be assigned to trust. The bond ID and
OR		account number can be found on the
Bond acc number	ount A C -	confirmation schedule issued during the application process.
Other		The whole CIB will be assigned Alternatively,
		you can use 'Other' to specify individual policy segments to be assigned
		The CIB must be owned by the settlor of this trus
		Other - This box is optional You can use it
	of life assurance specified above, unless the context otherwise requires, includes all sums or to become payable by virtue of, that poicy and all benefits, privileges or advantages it.	specify other assets other than a GB to be assigned to this trust.
15 – The	: Protector	
Protector's	2 - Section 14 - Control Contr	See note 2, insert the full name and addres
of		of the Protector (if an
16 - Adı	ninistrative provisions	
	onal powers istees have the following additional powers:	
(1) Invest	ment	
en	e Trustees may make any kind of investment that they could make if they were absolutely titled to the Trust Fund. In particular the Trustees may invest in land in any part of the	
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car	rying on a business which consists of or includes the management of trusts.	
	istees may acquire property jointly with any person and may blend Trust Property with	
	roperty. al power of management and disposition	
The Tru	istees may effect any transaction relating to the management or disposition of Trust ty as if they were absolutely entitled to it.	
(4) Power	s in relation to life insurance policies and capital redemption contracts	
of life in	istees may apply all or part of the Trust Property in purchasing or maintaining any policy isurance on the life or lives of any person, or any capital redemption contract, and shall iswers of an absolute owner in respect of any such policy or contract.	
(5) Repair	and improvement stees may repair, develop, or improve Trust Property in any way.	
(6) Incom	e and capital	
(i)	e Trustees may acquire: wasting assets, and	
	assets which yield little or no income for investment or any other purpose. e Trustees are under no duty to procure distributions from a company in which they are	



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.

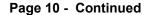
18 - The Settlors's IN WITNESS WHEREOF t Settlor(s) as shown belo Signed by In the presence of: Witness signature Witness tul name Witness address Date (dd/mm/yyyy) Place of signing Signed by	his deed consis	ts of this ar	nd the precedi		r the	must be witnessed. A witness must be age 17
Signed by In the presence of: Witness signature Witness full name Witness address Date (dd/mm/yyyy) Place of signing Signed by	w and before to	ne witnesse	es nereto subs	criuing.		signature PEach Settlor, Trussee and Protector signature must be witnessed. A writess must be age 16 or over and cannot be a Settlor, Beneficiary, Trustee on Protector, One person may act as whees for all
Witness signature Witness ful name Witness address Date (dd/mm/yyyy) Place of signing Signed by						Flach Settlor, Trustee- and Protector signatur must be witnessed. A writes must be age! or or over and cannot be a Settlor, Beneficiary, Trustee or Protector, One person may act as witness final
Witness signature Witness ful name Witness address Date (dd/mm/yyyy) Place of signing Signed by						and Protector signature must be witnessed. A witness must be age 11 on over and cannot be a Settlor, Beneficiary. Trustee or Protector. One person may act as witness for all
Witness ful name Witness address Date (dd/mrr/yyyy) Place of signing Signed by						must be witnessed. A witness must be age 11 or over and cannot be a Settlor, Beneficiary, Trustee or Protector, One person may act as witness for all
Date (dd/mm/yyyy) Place of signing Signed by						or over and cannot be a Settlor, Beneficiary. Trustee or Protector. One person may act as witness for all
Date (dd/mm/yyyy) Place of signing Signed by						Trustee or Protector. One person may act as witness for all
(dd/mm/yyyy) Place of signing Signed by						
(dd/mm/yyyy) Place of signing Signed by						For each witness signature, provide ful
Place of signing Signed by						name and address.
to all a service of						The Second Settlor's
In the presence of:						signature (flany).
Witness						
signature Witness						
full name						
Witness						
address						
Date						
(dd/mm/yyyy) Place of signing						
19 – The Original	Trustees' sig	natures a	ınd witnesse	rs		
Delivery of Policies The above named Origina and request that the policies	ies be delivered	to the Origi	inal Trustee(s) o			See note 4.
completed, an agent actir	ig on benari of tr	ne Originai II	rustee(s) as our ager	nt.		
Signed by					Trustee	Trustee signature and date of birth.
Date of birth (dd/mm/yyyy)						See note 1. Where the Settlor is also a Trust
In the presence of:						they must sign this deed twice. Once in
Witness signature						each capacity.
Witness						
full name						
Witness address						



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 potential beneficiary of the trust.
- → The same witness may be used for multiple signatures.
- → You must include the place of signing. This is the town or city where the signature was made.
- → The date of signing is the day which the signature was made.





17 - Law of t	he Trust	
The governing law	of this Trust, and of its validity, construction, effects and administration, shall be that of	
Scotland. All rights	or obligations under this deed shall be subject to the jurisdiction of the Scottish courts.	
18 – The Set	tlors' signatures and witnesses	All signatures must be made in blue or black july. Digital signatures
IN WITNESS WH	EREOF this deed consists of this and the preceding pages is signed by the	are not permitted
Settlor(s) as sho Signed by	wn below and before the Witnesses hereto subscribing.	The Set Settler's
Signed by		The Sist Settlor's senature.
In the presence o	f:	
Witness signature		Facili Settlor, Trustee and Protector signature must be witnessed
Witness		must be witnessed at witness must be age 18
full name		or over an connot be a Settor, Beneficiary.
Witness		Trustee or Protector.
address		One person may act as witness for all
		act as witness for all signetures.
		For each witness
Date		signature, providental name and address.
(dd/mm/yyyy)		
Place of signing		
Signed by		The Second Settlor's
		signature (flany).
In the presence o Witness	f:	
witness signature		
Witness		
full name		
Witness address		4
address		
Date (dd/mm/yyyy)		
Place of signing		
, idea of organis		
19 - The Ori	ginal Trustees' signatures and witnesses	
Delivery of Police The above pamer	ies d Original Trustee(s) hereby acknowledge and accept our appointment as Trustee(s)	
and request that	the policies be delivered to the Original Trustee(s) or where the box below is	See note 4.
completed, an ag	ent acting on behalf of the Original Trustee(s)	
	as curagent.	
Signed by	Trustee	Trustee's gnature and date of birth:
Date of birth		
(dd/mm/yyyy)		See note 1, Where the Settlor is also a Trustee
In the presence o	f:	they must sign this deed twice. Once in
Witness		each capacity.
-1		
signature Witness		
signature Witness full name		
Witness full name		
Witness		
Witness full name Witness		
Witness full name Witness		
Witness full name Witness		

	Settlor signs
	Settlor's witness signs
	Settlor's witness name
	Settlor's witness address
	Date of signature
	Place of signing
_	Settlor signs
_	Settlor's witness signs
_	Settlor's witness name
	Settlor's witness address
	Date of signature
	Place of signing

Delivery of Policies

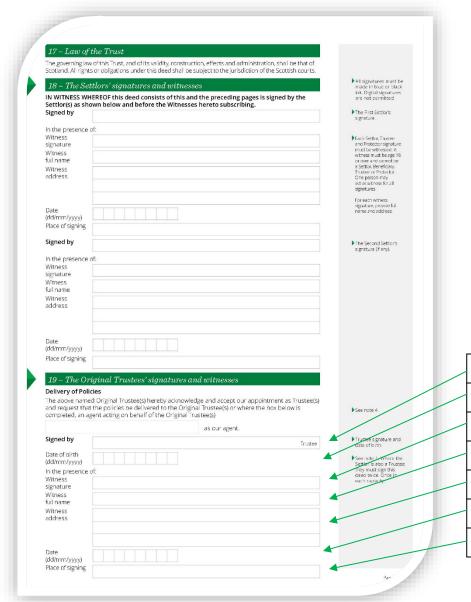
Under Scots law, the settlor's gift must be 'delivered' to the trustees or their agent to complete the declaration of trust.

In the context of a Collective Investment Bond, this may take the form of the delivery of the policy schedule from the settlor to the trustees. The policy confirmation schedule is issued to the settlor once the bond starts.

The box here allows the trustees to specify whether the policy confirmation schedule should be delivered to an agent acting on their behalf. For example, the trustee's legal adviser.

Only complete this box is there is an agent acting for the trustees. If left blank, then the settlor must deliver the policies to the trustees.

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n dotoo oigno
Trustee date of birth
Trustee's witness signs
Trustee's witness name
Trustee's witness address
Date of signing
Place of signing

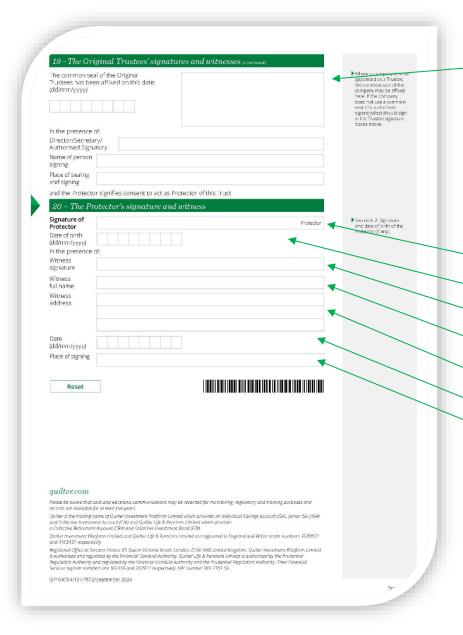
Trustas sians

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Trustee signs
Trustee date of birth
Trustee's witness signs
Trustee's witness name
Trustee's witness address
Date of signing
Place of signing
Trustee signs
Trustee date of birth
Trustee's witness signs
Trustee's witness name
Trustee's witness address
Date of signing
Place of signing
Trustee signs
Trustee date of birth
Trustee's witness signs
Trustee's witness name
Trustee's witness address
Date of signing
Place of signing





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.

1	Protector signs
$\left\{ \right.$	Protector's date of birth
1	Protector's witness signs
1	Protector's witness name
$\left\{ \right.$	Protector's witness address
1	Date of signing
1	Place of signing