

Discretionary Trust - Settlor Included (Scots Law)

Assistance with completing the trust deed



This guide is designed to assist with the completion of a discretionary trust deed (settlor included, 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)
- This trust includes the settlor as a potential beneficiary and is not suitable for inheritance tax mitigation. For details on our range of trusts, including trusts which provide the settlor with access and inheritance tax efficiency, visit our trust planning pages.

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 <u>PROMPT</u>. 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.

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Discretionary Trust (Probate Trust)

(Scots Law) Settlor included

Notice

This draft document is provided strictly as a draft for consideration of the Settion'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 Discretionary 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 – Introduction

This Declaration of Trust between	
The Settlor	
Name	Cithe First Syrtlor) Insert the full name and dress of the
Address	First Sytter
and	
Name	(The Second Settler, if any) Insert the full name and
Address	address of the Second Settlor

(the Settior') of the one part (and where there are two persons identified then 'Settior' means both of them jointly and the survivor of them after the death of the first to die), and

Name	See note 1. Insert the full name and address of the first Trustee
Address	If the Settlor is to be a Trustee insert "The Settlor"
and	
Name	Full name and accress of the additional [stee (if any])
Address	
and	
lame	 Full name and address of the additional Trustee (if any).
Address	
Page 2 of 14	

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.

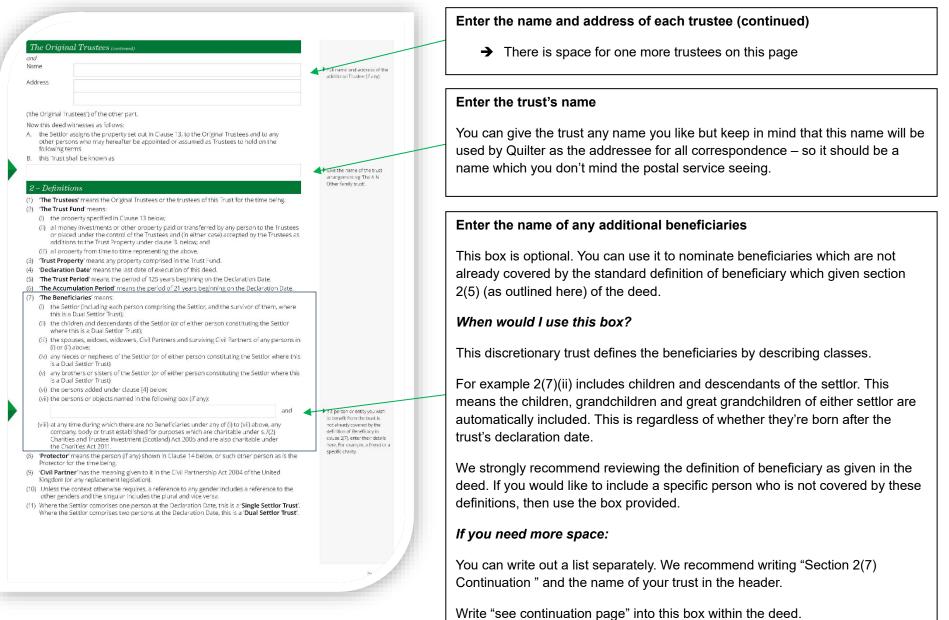
Does the settlor have to be a trustee?

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.





Page 6



14	2 – Irrevocability	
This	s Trust is irrevocable.	
13	3 – The Trust Property	
1	and D 3	Enter the bond ID OR acc number for the Collective Investment Bond (CIB) to assigned to trust.
E	R SR Sond account Unther	The bond ID and account number can be found on the confirmation schedul issued during the applica process.
	At ner	The whole CIB will be assign Alternatively, you can use 'O to specify individual policy segments to be assigned.
		The CIB must be owned by settlor of this trust.
SU	y policy of life assurance specified above, unless the context otherwise requires; includes all ms assured by, or to become payable by virtue of, that policy and all benefits, privileges of vantages attaching to it.	Other - This box is optional, can use it to specify other a other than a CIB to be assig to this trust.
14	t – The Protector	
	tector's full	See note 2. Insert the ful name and address of the
Add	Iress	Protector (if acy).
18	5 – Administrative provisions	
18 1.	5 – Administrative provisions Additional powers	
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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.

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This	s Trust is irrevocable.	
13	3 – The Trust Property	
В	Bond ID 3	Enter the bond ID OR account number for the Collective Investment Bend (CIP) to be assigned to trust.
В	SR sond account A C -	The bond ID and account number can be found on the confirmation schedule issued during the application
0	Other	process.
		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 trust.
SUI	iy policy of life assurance specified above, unless the context otherwise requires, includes all ms assured by, or to become payable by virtue of, that policy and all benefits, privileges or vantages attaching to it.	Other - This box is optional. You can use tho specify other assets other than a CIB to be assigned to this trust.
14	4 – The Protector	
-	nector's full	See note 2, losert the full
nan		name and address of the Protector
Add		
15	fress 5 - Administrative provisions	Notecus Kanya
<i>15</i> 1.	5 – Administrative provisions Additional powers The Trustees have the following additional powers:	
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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.

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	strative provisions (continued)	
 Change of g The Trustees 	overning law may during the Trust Period by deed with the consent of the Protector (if any) or	
otherwise th	settlor during his life, or of two Beneficiaries after his death, declare that from uch declaration:	
(a) The law (of any Qualifying Jurisdiction governs the validity of this Trust, and its construction,	
	nd administration, or any severable aspects of this Trust; and ts of any Qualifying jurisdiction have exclusive jurisdiction in any proceedings	
involving	rights or obligations under this Trust.	
	raph a 'Qualifying Jurisdiction' is one which recognises trusts (as defined in the ention on the Law Applicable to Trusts and on their Recognition).	
16 - Law of t	he Trut	
En la constante de la constante	v of this Trust, and of its validity, construction, effects and administration, shall be	
	All rights or obligations under this deed shall be subject to the jurisdiction of the	
	And the second	All signatures must be made
	tlors' signatures and witnesses	in blue or black ink. Digital signatures are not permitted.
	REOF this deed consisting of this and the preceding pages is signed by the in below and before the Witnesses hereto subscribing.	
Signed by	First Settlor	The First Settlor's signature.
In the presence o	f:	
Witness signature		Each Settlor, Trustee and Protector signature must be
Witness		witnessed A witness must be age 18 or over and cannot be
full name		a Settlor, Beneficiary, Trustee or Protector.
Witness address		One person may act as
		witness for all signatures. For each witness signature,
Date	(dd/mma/yyyy)	provide full name and address.
Place of signing		
Signed by	Second Settlor (f an)	The Second Settlor's signature.
In the presence o	f:	sgrecure.
Witness signature		
Witness		
full name		
Witness address		
Date	(öö//mm/yyyy)	
Place of signing		
		/

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.

Page 10 continued

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 Change of g The Trustees otherwise th the date of si (a) The law e effects a (b) The cour involving In this paragy Hague Convertioned 	Is may during the Trust Period by deed with the consent of the Protector (Flam) or the Settlor during his life, or of two Beneficiaries after his death, declare that from uch declaration: of any Qualifying Jurisdiction governs the validity of this Trust, and its construction, and administration, or any severable aspects of this Trust, and rts of any Qualifying Jurisdiction have exclusive jurisdiction in any proceedings grights or obligations under this Trust. Trush a 'Qualifying Jurisdiction' is one which recognises trusts (as defined in the ention on the Law Applicable to Trusts and on their Recognition).		
16 – Law of t The governing law that of Scotland. / Scottish courts.	the Trust w of this Trust, and of its validity, construction, effects and administration, shall be All rights or obligations under this deed shall be subject to the jurisdiction of the		
17 – The Set	tlors' signatures and witnesses REDE this deed consisting of this and the preceding pages is signed by the	 All signatures must be made in blue or black ink, Digital signatures are not permitted. 	
Settlor(s) as show Signed by	n below and before the Witnesses hereto subscribing.	The First Settlor's signature.	
n the presence o	fa -		
Nitness signature Nitness ull name		Each Settion Trustee and Redetice signature must be wheneseld Auguress must be age 18 or over and second be a Setting Beneficiary Trustee	Settlor signs
/itness ddress		or Franciscon or Franciscon One person may active extrems for al signatures. For data writees signature.	Settlor's witness signs
ate ace of signing	(klimnigyyy)	provoce full force and address.	Settlor's witness name
gned by	Second Settlor g unj	The Second Settor's	Settlor's witness address
the presence o /itness gnature		sgneture.	Date of signature
vitness ull name vitness			Place of signing
ddress Jate	(jd/imm/yyy)		Settlor signs
lace of signing	(oounui))))		Settlor's witness signs
			Settlor's witness name
			Settlor's witness address
age 10 of 14			Date of signature
			Place of signing



18 – The Or	iginal <u>T</u>	rustee	es' sig	natu	res and witnesses		
Delivery of poli							
The above name	d Original i	Irustee	(s) here	by ack	nowledge and accept our a Original Trustee(s) or wher	ppointment as Trustee(s)	See note 4.
completed, an ag	gent acting	on beh	alf of th	ne Orig	ginal Trustee(s) or when	e the box below is	
					as our agent.		
Signed by						Trustee	Trustee signature and date
						Itusiee	of birth.
Date of birth					(dd/mm/yyyy)		\backslash
n the presence	of:						$\langle \rangle$
Witness signature							Sec note 1. Where the Settlor is also a Trustee they must
Witness							eign this deed twice. Once in each capacity.
iul name Witness						\	
witness address							$\langle \rangle \rangle \langle \rangle$
							$\langle \rangle \rangle \rangle$
Date					(dd/mm/yyyy)		$\langle \langle \rangle \rangle$
Place of signing						^	$\langle \ \rangle \ \langle \ \rangle \ \langle \ \rangle \ \langle \ \rangle \ \rangle$
							$\land \land \land \land$
Signed by						_	Additional Trustee signature
0 ,						Trustee	and date of birth (where applicable).
Date of birth					(dd/mm/yyyy)		hand a first of the
n the presence	of:						$ \setminus \setminus \setminus $
Witness signature							
Witness							$\langle \langle \rangle \rangle$
full name							$\langle \rangle \rangle$
Witness address							$\langle \rangle$
							$\langle \rangle$
Date					(dd/mm/yyyy)		$\langle \rangle$
Place of signing							```
nace of signing							
Signed by							Additional Trustee signature
						Trustee	and date of birth (where applicable)
Date of birth					(dd/mm/yyyy)		Constant Schemen and
n the presence	of:						
Witness							
signature Witness							
full name							
Witness address							
					(dd/mm/yyyy)		
Date							

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.

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

Page 11 - Continued



nd request that the	iriginal Trustee(s) hereby acknowledge and accept our appointment as Trustee(s) a policies be delivered to the Original Trustee(s) or where the box below is t acting on behalf of the Original Trustee(s)	▶ See note 4.	
	as our agent.		
gned by	Trusiee	Trustee signature and date of birth.	
ate of birth	(jd/mm/yyyy)		
the presence of:			
itness gnature		See note 1. Where the Settlor is also a Trustee they must	
itness		sign this deed twice. Once in each capacity	Trustee signs
Iname		Care () supporting	
ldress			Trustee date of birth
ate	(dd/mm/yyyy)		Tructo de suite de cience
ace of signing			Trustee's witness signs
gned by	Trusiee	Additional Trustee signature	Trustee's witness name
	TUDICE	and date of birth (where applicable)	
ate of birth	(dd/mm/yyyy)		Trustee's witness address
the presence of:			
/itness gnature			Date of signing
itness			
I name			Place of signing
Idress			Thate of signing
ste	(dd/mm/yyyy)		
ace of signing			Trustee signs
			_
gned by	Trustee	Additional Trustee signature	Trustee date of birth
a se sef le tarte		and date of birth (where applicable).	
ate of birth	(öld/mm/yyyy)		Trustee's witness signs
the presence of:			Indotee 5 Withess signs
itness gnature			Trustee's witness name
itness I name			Trustee's witness name
itness			
ldress			Trustee's witness address
		/	
ate	(dd/mm/yyyy)		Date of signing
ace of signing	•		
		Par	Place of signing



			Trustee signs	
18	- The Original Trustees' signatures and witnesses (continued)		Trustee date of birth	
	e of birth 0000mm/2000		Trustee's witness signs	
In th	re presence of:		Trustee's witness name	
sign Witr	Hess store	_	Trustee's witness address	
Witr	ress		Date of signing	
Date	e (653mm/9999)	-		
Plac	e of signing		Place of signing	
	common seal of the Original Trustees PMHere a company kits been affixed on this date: common said the co	e, the empany		
	(ddhmi/yyy) charge satt re uit		Corporate trustee's seal	
	examples and the output of the	sign in the estabove.	A corporate trustee may sign the deed	by placing the company's seal
Dire Auth	ector/Secretary/ horised Signatory		here. You must include:	
Nam sign	ne of Person		 Date on which the seal was appendix 	plied
Plac	e of Sealing		 Signature of a director / secret 	
	Signing the Protector signifies consent to act as Protector of this Trust		➔ Address where the seal was a	
19) – The Protector's signature and witnesses		address)	pplied (double) the company s
	tector Y Protector Signature	e and Protector		
Date	e of birth (kit/mm/yyy)		If the corporate trustee does not use a	seal the signatory(ies) may sign
	ne presence of:		in the trustee signature boxes above.	coal, the eighter y(loc) may eight
sign	iature		In the trustee signature boxes above.	
Witr full r	name			
	ress	\searrow	Protector signs	
Date	e jööiimmiyyyi	$\backslash \backslash \uparrow$	Protector's date of birth	
	Reset	$\backslash \backslash \uparrow$	Protector's witness signs	
			Protector's witness name	
			Protector's witness address	
Parte	12 of 14			
			Date of signing	
			Place of signing	