



Part C – Additional Trustees	
<b>Trustee (PLEASE USE BLOCK LETTERS)</b>	
Title (Mr/Mrs/Miss/Ms/ Other eg Dr/Rev)	<input type="text"/> Surname <input type="text"/>
First name(s) in full	<input type="text"/>
Current address	<input type="text"/>
	<input type="text"/> Postcode
<b>Trustee (PLEASE USE BLOCK LETTERS)</b>	
Title (Mr/Mrs/Miss/Ms/ Other eg Dr/Rev)	<input type="text"/> Surname <input type="text"/>
First name(s) in full	<input type="text"/>
Current address	<input type="text"/>
	<input type="text"/> Postcode
<b>Trustee (PLEASE USE BLOCK LETTERS)</b>	
Title (Mr/Mrs/Miss/Ms/ Other eg Dr/Rev)	<input type="text"/> Surname <input type="text"/>
First name(s) in full	<input type="text"/>
Current address	<input type="text"/>
	<input type="text"/> Postcode

Please insert full names and addresses.

There should be at least one Additional Trustee.

If the Settlor is a Trustee, details from Part B should not be repeated in Part C.

Trustees must be 18 years of age or over.

If any Trustee is non-UK resident, please consult your adviser.

Part D – Additional Beneficiaries	
<b>First Additional Beneficiary (PLEASE USE BLOCK LETTERS)</b>	
Title (Mr/Mrs/Miss/Ms/ Other eg Dr/Rev)	<input type="text"/> Surname <input type="text"/>
First name(s) in full	<input type="text"/>
Current address	<input type="text"/>
	<input type="text"/> Postcode
<b>Second Additional Beneficiary (PLEASE USE BLOCK LETTERS)</b>	
Title (Mr/Mrs/Miss/Ms/ Other eg Dr/Rev)	<input type="text"/> Surname <input type="text"/>
First name(s) in full	<input type="text"/>
Current address	<input type="text"/>
	<input type="text"/> Postcode

Please insert full names and addresses of any person or persons you are including as a Beneficiary and who are not already included in the list of Beneficiaries set out in clause 1.1(a) – (i) below. You may choose not to include anybody in this category or you may choose any number of Additional Beneficiaries. Do not include the Settlor or his or her spouse or civil partner as an Additional Beneficiary.

**Part D – Additional Beneficiaries (Continued)**

**Third Additional Beneficiary (PLEASE USE BLOCK LETTERS)**

Title (Mr/Mrs/Miss/Ms/Other eg Dr/Rev)  Surname

First name(s) in full

Current address

Postcode

**Part E – Initial Trust Property**

The postage stamp affixed to this trust deed.

Please affix an unused first class postage stamp in Part E – Initial Trust Property.

**Part F – Choice of Law**

Scots law is to apply to this trust  Northern Irish law is to apply to this trust

The trust will be governed by English law unless you initial one of these boxes to choose Scots or Northern Irish law.

The Settlor wishes to gift the Trust Fund to the Trustees to hold on the trusts and subject to the powers and provisions set out in this trust deed.

**Now this deed witnesses as follows:**

**1. Definitions**

1.1 In this trust deed:

**Accumulation Period** means

- a) where English law or Northern Irish law applies to this trust, the Trust Period; or
- b) where Scots law applies to this trust, the period of twenty-one years from the death of the Settlor.

**Additional Beneficiary** means the person or persons named or described in Part D (other than the Settlor or the Settlor’s spouse for the time being).

**Additional Trustee** means the person or persons named in Part C.

**Beneficiary** means

- a) any widow or widower of the Settlor whether or not remarried or in a civil partnership;
- b) any child or grandchild of the Settlor whenever born;
- c) anyone (other than the Settlor) descended from the father or mother of the Settlor;
- d) anyone who is or has been the spouse of anyone described in classes (b) or (c) above;
- e) after the death of the Settlor, anyone who is entitled to inherit all or any part of the Settlor’s estate if the Settlor died intestate or under the Settlor’s will;
- f) any Additional Beneficiary;
- g) any person (other than the Settlor or the Settlor’s spouse for the time being), association, society or other institution notified in writing by the Settlor during his lifetime to the Trustees;
- h) any Charity notified in writing by the Settlor during his lifetime to the Trustees; and
- i) with the consent of the Settlor during his lifetime and whilst he has capacity, or otherwise with the consent of two of the Beneficiaries, any trust under which any one or more of the foregoing Beneficiaries may benefit but always excluding any trust from which the Settlor or the Settlor’s spouse for the time being will or may directly or indirectly benefit during the lifetime of the Settlor in any circumstances whatsoever.

**Charity** means any corporation or trust or other institution established for charitable purposes in accordance with the governing law of this trust.

**Initial Trust Property** means the property in Part E.

**Minor** means a person under the age of 18 years or, if domiciled in Scotland, under the age of 16 years.

**Settlor** means the person named in Part B.

**Trustees** means the Settlor, unless the relevant box is initialled in Part B, and the Additional Trustees named in Part C and any other trustees for the time being of this trust.

**Trust Fund** means the Initial Trust Property and all property transferred to the Trustees by any person or persons which is at any time held by the Trustees whether by way of accumulation of income, capital appreciation, further settlement or otherwise and all monies, investments, income and other property for the time being representing or arising from the whole or any part of the same.

**Trust Period** means the period of 125 years (80 years when Northern Irish law applies to this trust) beginning with the Date of Trust in Part A or the lifetime of this trust when Scots law is applicable except that in all cases when property is added to this trust from another settlement then the trust period in respect of the added property shall be such period as is the perpetuity period applicable to that settlement if that last mentioned period is shorter.

- 1.2 Words describing relationships include adopted and step children and those tracing their descent through them.
- 1.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender.
- 1.4 Spouse includes a civil partner registered under the Civil Partnership Act 2004 and "husband", "wife", "widow" and "widower" shall be construed accordingly.
- 1.5 Settlement includes any pension scheme or plan of which the Settlor is a member.
- 1.6 Incapable shall be construed in accordance with the provisions of the Adults with Incapacity (Scotland) Act 2000.

## 2. The Gift

The Settlor gifts the Initial Trust Property to the Trustees and the Trustees by their signature to this trust deed acknowledge receipt of the Initial Trust Property.

## 3. The Trust

By signing this trust deed, the Trustees accept appointment as trustees and agree that they will hold the Trust Fund on the trusts and subject to the powers and provisions set out in this trust deed.

## 4. The Trust Provisions

- 4.1 During the Trust Period, the Trustees may appoint that they shall hold the Trust Fund for the benefit of any of the Beneficiaries on such terms as the Trustees think fit.
- 4.2 An appointment may create any provisions including discretionary trusts and dispositive and administrative powers exercisable by the Trustees or any other person. An appointment shall be made by deed and may be revocable during the Trust Period or irrevocable.
- 4.3 During the Trust Period, the Trustees may pay, transfer or apply any part or all of the Trust Fund to or for the advancement or benefit of any Beneficiary.
- 4.4 Subject to the exercise of the powers in clauses 4.1 to 4.3, the Trustees may accumulate the whole or part of the income of the Trust Fund during the Accumulation Period, which income shall be added to the Trust Fund. The Trustees shall pay or apply the remainder of the income to or for the benefit of any Beneficiaries as the Trustees think fit during the Trust Period.

## 5. Ultimate Trusts

Subject to the other provisions of this trust deed, the Trust Fund shall be held upon trust for the children of the Settlor who are alive at the Date of Trust in Part A, and if more than one, in equal shares, failing which for such Charity as shall be determined by the Trustees.

**6. Trustees' Powers**

In addition to any other powers conferred on the Trustees by this trust deed, the Trustees shall have the widest possible powers of administration and management of the Trust Fund as if they were absolute owners of the Trust Fund and beneficially entitled to it. In particular, and without prejudice to the foregoing:

- 6.1 The Trustees may (with due regard to any required investment criteria and subject to obtaining advice, if required by law) make any kind of investment they could make if they were absolute beneficial owners (and in particular (i) may invest in and retain non-income producing assets situated anywhere in the world and (ii) need not have regard to any rule of law requiring them to consider diversifying the investments).
- 6.2 The Trustees may make any disposition that they could make if they were absolute beneficial owners.
- 6.3 The Trustees may lend all or any part of the Trust Fund to any Beneficiary on such terms (whether or not including provision for the payment of interest and with or without security) as the Trustees in their absolute discretion think fit.
- 6.4 The Trustees may borrow on the security of all or any part of the Trust Fund or without giving any security and on such terms as to interest as the Trustees in their absolute discretion think fit.
- 6.5 The Trustees may pay or transfer capital or income to the parent or guardian of any Minor who is beneficially entitled to it and the receipt of such parent or guardian shall be a full discharge to the Trustees.
- 6.6 The receipt of the treasurer or other proper officer in respect of capital or income paid other than to an individual shall be a full discharge to the Trustees.
- 6.7 The Trustees may apply all or part of the Trust Fund in purchasing or maintaining any policy of assurance on the life of any person and shall have all the powers of an absolute beneficial owner in relation to any such policy.
- 6.8 The receipt of the Trustees for any money payable under or deriving from any dealing with any policy of life assurance shall be a full and sufficient discharge to the company issuing such policy, which company shall not be concerned in the application of any such monies.
- 6.9 In so far as the governing law of this trust permits, the Trustees may delegate in any way the exercise of any of the powers of investment and management of the Trust Fund and may employ agents, discretionary investment managers, nominees and custodians on such terms as the Trustees in their absolute discretion think fit.
- 6.10 The Trustees may appropriate all or any part of the Trust Fund as they think fit in or towards satisfaction of the interest of any Beneficiary and may for that purpose place such value on any property as they think fit.
- 6.11 Any Trustee (other than the Settlor or any spouse for the time being of the Settlor) who is a solicitor or other person engaged in a profession or business or any corporate trustee may charge all usual reasonable professional charges in relation to work carried out in connection with this trust and shall have the power to resign from office as a Trustee.
- 6.12 No Trustee shall be precluded from joining in the exercise of any of the powers conferred upon them notwithstanding that he will or may benefit from such exercise or by reason of the fact that he is or may become a Beneficiary provided that at least one other Trustee who takes no benefit who also agrees to the exercise in favour of the benefitting Trustee.
- 6.13 The Trustees may by deed (and so as to bind their successors) release or restrict the future exercise of all or any of the powers conferred on them by this trust deed or by law.
- 6.14 Any legal rule requiring apportionments to be made for the purpose of this trust is excluded and shall not apply.

**7. Trustee Liability**

No Trustee shall be liable for any loss to the Trust Fund or part of the Trust Fund at any time unless that loss is caused by his own knowing breach of trust.

**8. Excluded Persons**

- 8.1 During the lifetime of the Settlor, no part of the capital or income of the Trust Fund shall be capable of being paid or lent or applied to or for the direct or indirect benefit of the Settlor or any spouse for the time being of the Settlor in any circumstances whatsoever.
- 8.2 After the death of the Settlor, no part of the capital or income of the Trust Fund shall be capable of being paid, lent or applied to or for the direct or indirect benefit of the Settlor's executors or administrators or of being paid, lent or applied in such a way as to form part of the Settlor's estate.
- 8.3 The prohibitions in this clause 8 shall apply notwithstanding anything else contained in or implied by the provisions of this trust deed.

**9. The Settlor's power to appoint and remove Trustees and to exclude Beneficiaries**

- 9.1 Subject to clause 9.2 the Settlor shall have power to appoint new and additional trustees and to remove any trustee as long as there shall be at least one corporate trustee or two individual trustees acting after such removal and the Settlor may, by notifying the Trustees in writing, exclude any Beneficiary (but not all Beneficiaries) from future benefit under this trust.
- 9.2 After the Settlor's death or if he becomes Incapable, the Settlor's powers in clause 9.1 shall vest in the Trustees (excluding the Settlor) who may, by deed:
  - (i) appoint new and additional trustees;
  - (ii) remove any trustee with the agreement of all Trustees other than the one to be removed, as long as there shall be at least one corporate or two individual trustees acting after such removal; and
  - (iii) exclude any Beneficiary (but not all Beneficiaries) from future benefit under this trust.

**10. Choice of law**

Subject to any choice of Scots or Northern Irish law in Part F, this trust shall be governed by English law.

IN WITNESS WHEREOF the parties have signed this deed on the day and year first above written

**Signed and delivered as a deed by the Settlor:**

**Signature**

**Date\* 1**  
(DD/MM/YYYY)

Full name

Place\* 2

In the presence of:

**Signature of Witness**

Witness' full name

Witness' address



Postcode

\*1 Please add the date of signature. Once all parties have signed, the most recent date on which a person signs should be added to Part A on page 1.

\*2 Please add the place where this trust deed was signed, e.g. Edinburgh.

Please ensure that all of the above details have been correctly completed. Witnesses should be independent and not someone already named in the trust nor their spouse or civil partner.

**Signed and delivered as a deed by the Additional Trustee:**

**Signature**

**Date\* 1 (DD/MM/YYYY)**

Full name

Place\* 2

In the presence of:

**Signature of Witness**

Witness' full name

Witness' address

Postcode

\*1 Please add the date of signature. Once all parties have signed, the most recent date on which a person signs should be added to Part A on page 1.

\*2 Please add the place where this trust deed was signed, e.g. Edinburgh.

Please ensure that all of the above details have been correctly completed. Witnesses should be independent and not someone already named in the trust nor their spouse or civil partner.

**Signed and delivered as a deed by the Additional Trustee:**

**Signature**

**Date\* 1 (DD/MM/YYYY)**

Full name

Place\* 2

In the presence of:

**Signature of Witness**

Witness' full name

Witness' address

Postcode

\*1 Please add the date of signature. Once all parties have signed, the most recent date on which a person signs should be added to Part A on page 1.

\*2 Please add the place where this trust deed was signed, e.g. Edinburgh.

Please ensure that all of the above details have been correctly completed. Witnesses should be independent and not someone already named in the trust nor their spouse or civil partner.

**Signed and delivered as a deed by the Additional Trustee:**

**Signature**

**Date\* 1**  
(DD/MM/YYYY)

Full name

Place\* 2

In the presence of:

**Signature of Witness**

Witness' full name

Witness' address

Postcode

\*1 Please add the date of signature. Once all parties have signed, the most recent date on which a person signs should be added to Part A on page 1.

\*2 Please add the place where this trust deed was signed, e.g. Edinburgh.

Please ensure that all of the above details have been correctly completed. Witnesses should be independent and not someone already named in the trust nor their spouse or civil partner.

**Part G – Data Protection**

We're committed to maintaining the trust and confidence of our customers. Our Privacy Policy explains how we use our customers' personal information. It explains when and why we collect personal information about our customers, how we use it, the conditions under which we may share it with others and how we keep it secure. It also explains how you can obtain details of the information we hold about you, and the choices you have about how we use that information. You can get a copy of our Privacy Policy on our website: <https://www.standardlife.com/sl/privacy-policy/slal.page>