

SCOTTISH WIDOWS PLATFORM

SCOTTISH WIDOWS PLATFORM BARE TRUST

These notes give you general information about the Scottish Widows Platform Bare Trust and signpost you to where you can get further information. Before making any decisions you must take advice from a professional adviser. You should not rely on these notes alone as they cannot take account of your personal situation.

You may use this trust deed to gift your General Investment Account within your Scottish Widows Platform account. The investments and income of the trust (called the trust fund) are held for the benefit of the beneficiaries. You, the person setting up the trust, cannot benefit from the trust fund in any way.

You and the other trustees decide how the trust fund is invested.

Once the trust has been set up you cannot change your mind and you cannot change the beneficiaries. Your adviser will explain to you:

- how the trust works and how it fits with your financial plans
- the inheritance tax implications of the trust
- how the trust fund will be taxed, both from an income tax and capital gains tax standpoint.

Your adviser will also ensure the trust is properly set up. It's important that the trust deed is correctly completed, witnessed and signed by the right people. If this is not done properly the trust itself may fail or there could be problems at a later date.

The trustees

You will be one of the trustees. You can appoint others to be a trustee with you. You can do this from the outset or later. In certain circumstances you can remove a trustee.

The trustees have control of the trust fund and must jointly make many of the key decisions including how the trust fund is invested.

The beneficiaries

The beneficiaries have a fixed right to the trust fund. You cannot change your mind and so you must be certain before using this trust.

While the beneficiaries are under 18 (16 in Scotland), the trustees can accumulate any income within the trust fund. During this time the trustees can use the trust fund for the benefit of a young beneficiary, for example, by paying education fees.

When a beneficiary reaches age 18 (16 in Scotland) they can demand that the trust fund is paid to them. If the trust fund continues to be held by the trustees, they will need the beneficiaries' consent when they exercise their powers.

Inheritance tax (IHT)

There will be no IHT to pay when you set up the trust. However, if you die within the following seven years, there may be IHT to pay on the original gift to the trust. It will also be included in the calculation of any IHT on your estate.

Income tax

The income of the trust fund belongs to the beneficiaries and is taxed on them along with any other income they have. Special rules apply if the beneficiary is your child under age 18.

Capital gains tax (CGT)

If you are putting an existing investment into a trust, this will be a disposal by you for CGT purposes.

Any subsequent capital gains when the trustees sell any of the investments will be taxed as the beneficiaries' gain. The beneficiaries have their own annual exemption.

We have taken care to ensure the trust complies with the relevant UK law and practice at July 2022 but we cannot give any assurance as to its suitability for your particular circumstances. For this you must take your own advice.

You must send us the entire trust deed either by emailing a scanned copy to service@embarkplatform.co.uk, or by post to: Scottish Widows Platform Service Team, PO Box 24065, 1 Tanfield, Edinburgh EH3 1EY.

SCOTTISH WIDOWS PLATFORM BARE TRUST – TRUST DEED

Part A. Declaration

THIS TRUST DEED is made on the date indicated in Part D5 between the Donor(s) shown in Part D2 (the ‘Donor’) and the Donor and the Additional Trustees shown in Part D5 hereinafter called the ‘Original Trustees’.

WHEREAS

1.A The Donor has applied for the General Investment Account numbered in Part D1 holding investments and/or cash which are defined as the Initial Trust Asset below.

OR

1.B On the date This Trust is signed the Donor is the beneficial owner of the General Investment Account specified in Part D1 holding investments and/or cash defined as the Initial Trust Asset below.

2. The Donor desires to assign his beneficial interest in the said Initial Trust Asset to the Original Trustees to hold subject to the terms of This Trust.

3. From time to time further moneys investments or other property may be paid or transferred to or otherwise placed under the control of the Trustees (as hereinafter defined) by way of addition.

4. The Donor undertakes to do whatever is necessary to complete the transfer of the Initial Trust Asset to the Original Trustees.

5. The name of the Trust is as shown in Part D3.

Now this Trust Deed witnesses as follows:

Part B. Definitions

1. In This Trust, in addition to the terms defined above, the following expressions will have the following meanings:
 - (a) The ‘Beneficiaries’ means the Persons named in Part D4 and their shares if more than one are shown in Part D4.
 - (b) ‘Civil Partner’ means the Person referred to as such in accordance with the Civil Partnership Act 2004.
 - (c) ‘Initial Trust Asset’ means all the cash/investments/assets owned/held by Embark Investment Services Nominees Limited (and/or its appointed stockbroker’s nominee, as appropriate), on behalf of the Donor in the General Investment Account and held within the Scottish Widows Platform numbered in Part D1 and managed by Embark Investment Services Limited.
 - (d) ‘Person’ includes a person (legal or natural) anywhere in the world and includes a Trustee.
 - (e) ‘Spouse’ means the husband or wife or widow or widower of the Person referred to at the relevant time.
 - (f) ‘This Trust’ means the trust created by this Trust Deed.
 - (g) ‘Trustees’ means the Original Trustees or the Trustee or Trustees of This Trust for the time being and ‘Trustee’ refers to any of them.
 - (h) ‘Trust Fund’ means the Initial Trust Asset and any assets at any time added by way of further settlement, capital accretion, accumulation of income or otherwise and all assets from time to time representing the same.
 - (i) ‘Trust Period’ means the period of one hundred and twenty five years beginning with the date this Trust Deed is signed.

2. In the interpretation and construction of each and every provision of This Trust:

- (a) References to children, descendants and issue include illegitimate, adopted and stepchildren, descendants and issue, and those claiming through them.
- (b) In This Trust, unless the context does not permit, words denoting any gender will include both genders and words denoting the singular will include the plural and vice versa.
- (c) Clause headings and sub-headings are included for reference only and will not affect the interpretation or construction of This Trust.
- (d) References to any statutory provision will include any statutory modification to or re-enactment of such provision.

Part C. Trust provisions

1. Assignment

The Donor wishes to create This Trust and hereby assigns his beneficial interest in the Initial Trust Asset to the Trustees to hold subject to the trusts and powers and provisions set out in this Trust Deed.

2. Trusts

The Trustees will hold the capital and income of the Trust Fund upon trust for the Beneficiary or Beneficiaries and, if more than one, in the shares set out in Part D4 absolutely, and if no shares are specified, then in equal shares absolutely.

3. Minor Beneficiaries

- (a) Section 31 of the Trustee Act 1925 will not apply to This Trust and any income arising to the Trustees at any time from the Trust Fund will be paid or applied as it arises to or for the benefit of the Beneficiary who is entitled to it.
- (b) So long as any Beneficiary is a minor, the Trustees will have power to pay or otherwise apply for or towards his maintenance education or benefit so much of the income from his share in the Trust Fund as the Trustees may in their absolute discretion think fit, and the Trustees will retain the balance of any such income on trust for that Beneficiary absolutely and until he attains the age of majority. The Trustees will invest the same and the resulting income thereof in investments hereby or by law authorised and will hold the same as an accretion to the said balance, provided always that so long as the said Beneficiary is a minor, the Trustees may pay or apply as aforesaid any such balance or accretion as if it were income arising in the then current year.
- (c) Where the Trustees may pay or apply capital or income for the benefit of a minor, they may do so by paying such capital or income to the minor Beneficiary’s parent or guardian on behalf of the minor and the receipt of the parent or guardian will be a complete discharge to the Trustees.

4. Advancement

The Trustees will, in place of any other power to pay or apply capital for the benefit of a Beneficiary, have the power, subject to the consent of an adult Beneficiary having legal capacity but otherwise in their absolute discretion, to pay, transfer or apply the whole or any part or parts of any of the Trust Fund to which any Beneficiary is entitled to or for the outright benefit only of such Beneficiary.

5. Investment

- (a) The Trustees may invest the Trust Fund in any manner as if they were its beneficial owners.
- (b) The Trustees may invest in property in any part of the world.
- (c) The Trustees may decide not to diversify the Trust Fund.
- (d) The Trustees may decide to invest in assets which yield little or no income for investment or any other purpose.
- (e) The Trustees may surrender any life assurance policy, or sell any investment, within the Trust Fund; convert any life assurance policy to paid up or otherwise deal with it, or any other asset, as they think fit.
- (f) The Trustees may engage the services of an investment manager to manage the Trust Fund on a discretionary basis and/or delegate the custody of the Trust Fund to any investment manager or his/its nominee.
- (g) The Trustees may delegate any administrative functions described in (a) to (f) of this Part C5 in connection with the investment of the Trust Fund to any two of their number.

6. Trustees' power to borrow

The Trustees may borrow, with or without giving security over the assets comprised in the Trust Fund, for investment or any other purpose. Money borrowed will be treated as property of the Trust Fund.

7. Receipt of benefits of the Trust Fund

Where a company pays the proceeds of an encashment of an investment in accordance with the Trustees' instructions, it will receive a full discharge. The Trustees are responsible for passing benefits to Beneficiaries.

8. Appointment and removal of Trustees

- (a) The Donor (or if two Persons are the Donor, both of them jointly during their joint lives and thereafter the survivor of them) has the power to appoint new Trustees. After the death of the Donor (or both Donors), the Trustees for the time being have the power to appoint new Trustees.
- (b) During the Donor's life (or if two Persons are the Donor, during the life of the Donors and the survivor of them) the Donor has the power to remove any Trustee provided that there will be at least two Trustees remaining after the removal and one of the remaining Trustees is neither the Donor nor the Donor's Spouse or Civil Partner.
- (c) As long as there are at least two other Trustees, if a Trustee cannot be found, after reasonable efforts have been made to find him, the remaining Trustees can discharge the missing Trustee. It is up to the remaining Trustees to decide whether reasonable efforts have been made to find the missing Trustee and no other Person will be under any duty to ensure that it was proper for the Trustees to have exercised their power to discharge the missing Trustee.

9. Trustee remuneration

- (a) Any Trustee of This Trust who is a solicitor, accountant or other Person engaged in any profession or business, including a business which consists of or includes acting as a trustee, the management of trusts or advising trustees, will be entitled to charge and be paid all usual professional or other charges for work done and all time spent by him or his firm in connection with the Trust and also his reasonable charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in the premises, including work not requiring professional assistance, in priority to any disposition made under the Trust and a Trustee may make arrangements to remunerate himself for work done for or in respect of a company connected with the Trust Fund.
- (b) This entitlement applies to all Trustees other than the Donor or any Spouse or Civil Partner of the Donor.

10. Power to vary administrative provisions

When in the management or administration of the Trust Fund any sale, lease, mortgage, surrender, release or other disposition, or any purchase, investment, acquisition, expenditure or other transaction is, in the opinion of the Trustees, expedient, but the same cannot be effected by reason of the absence of any power for that purpose conferred on the Trustees by This Trust or by law, the Trustees may by deed confer on themselves, either generally or in any particular instance, the necessary power for the purpose, and on the execution of such deed the Trustees will have such power as if it had been expressly conferred on them by This Trust.

11. Liability of Trustees

- (a) A Trustee who is an individual will not be liable for any loss to the Trust Fund or the income arising from it by reason either of (i) any investment made in good faith by him or any other Trustee or (ii) any mistake or omission made in good faith by him or any other Trustee except in the case of negligence by a paid Trustee or (iii) the negligence or fraud of any delegate or agent employed in good faith by him or any other Trustee although the delegation to or employment of such agent was not strictly necessary or expedient or (iv) any other matter or thing except individual fraud on the part of the Trustee whom it is sought to make liable or, in the case of a paid Trustee, negligence.
- (b) A Trustee will not be bound to take any proceedings against a co-Trustee or former Trustee or his personal representatives for any breach or alleged breach of trust committed or suffered by such co-Trustee or former Trustee.

12. Absolute owner

The Trustees will, in respect of the Trust Fund, have all the powers of an absolute owner of it and may deal with the same or any money to be received on mortgage, surrender, maturity or otherwise in respect of it in such manner as they will consider most beneficial to the Persons beneficially interested under the trusts contained in This Trust.

13. Exercise of powers

The exercise by the Trustees of the powers conferred by clauses 4-7, 10 and 12 of this Part C will require the consent of the Beneficiary or Beneficiaries affected thereby except in relation to any part of the Trust Fund held for a Beneficiary or Beneficiaries who are minor or otherwise under a legal disability. For the avoidance of doubt Embark Investment Services Limited will be under no obligation to enquire or ensure that any necessary consent has been obtained.

14. Donor's incapacity

If any Donor becomes mentally incapable, as defined by the Mental Capacity Act 2005 or any Act of Parliament which supersedes that Act, the powers under This Trust will be exercisable as if he were dead at that time.

15. Apportionment

The income of the Trust Fund will, however the property is invested, be treated and applied as income. Income and expenditure will be treated as arising when payable and not from day to day, so that no apportionment will take place.

The statutory and equitable rules of apportionment will not apply to This Trust.

16. Receipts

- (a) Where the Trust Fund or its income is to be paid or transferred to a charity, the receipt of the Person purporting to be the treasurer or appropriate officer of the charity is a complete discharge to the Trustees.
- (b) A sole Trustee may give a valid receipt for any property.

17. Governing law and jurisdiction

- (a) This Trust is governed by and will be construed in accordance with the law of England.
- (b) The courts of England will have jurisdiction in respect of the administration of This Trust.

Part D. Trust particulars and execution

1. Scottish Widows Platform Account Number

The General Investment Account held within this Scottish Widows Platform Account.

Insert the Account number.

2. Donor(s)

The full name(s) and address(es) of the Person(s) declaring This Trust are:

Insert the full name and address in CAPITALS of each person declaring this trust.

3. Name of the Trust: This Trust shall be known as

Insert the name of the trust eg The 2014 John Smith Bare Trust.

4. Beneficiaries and their share of the Trust Fund

Insert the full name of the people you wish to benefit. If more than one person is named, state the percentage shares in which they are to benefit. The shares must add up to 100%.

Full name (BLOCK CAPITALS)	Share %

5. Signatures

Insert the date this deed is signed. For new applications this must be on or before the date the Scottish Widows General Investment Account is submitted by your financial adviser.

IN WITNESS WHEREOF the parties hereto executed this Trust Deed on the _____ Date: | D | D | M | M | Y | Y | Y | Y |

The donor(s) must sign here. Each signature should be witnessed and the name, address and signature of each witness should be included.

The witness should be over 18. A donor, their spouse or civil partner, a trustee, or a beneficiary should not be a witness.

Signed as a Deed and delivered by the Donor

Signed as a Deed and delivered by the Donor

Signature

Signature



In the presence of (name of) witness:

In the presence of (name of) witness:

Address of witness:

Address of witness:

Signature of witness

Signature of witness



The Additional Trustees

The additional trustee(s) should sign here. Each signature should be witnessed and the name, address and signature of each witness should be included.

The witness should be over 18. A donor, their spouse or civil partner, a trustee, or a beneficiary should not be a witness.

The full terms of this trust are set out in parts A to D and each trustee should have a copy of the full trust.

Full name of Trustee:

Full name of Trustee:

Address:

Address:

Signature



Signature



In the presence of (name of) witness:

In the presence of (name of) witness:

Address of witness:

Address of witness:

Signature of witness



Signature of witness



Full name of Trustee:

Full name of Trustee:

Address:

Address:

Signature



Signature



In the presence of (name of) witness:

In the presence of (name of) witness:

Address of witness:

Address of witness:

Signature of witness



Signature of witness



Notice of Trust and Direction to Nominee

By sending a copy of this Deed to Embark Investment Services Limited acting on behalf of Embark Investment Services Nominees Limited the Donor(s) give Notice of This Trust and the assignment to the Trustees of their beneficial interest in the investments held in the above numbered Embark Account with effect from the date specified in the Deed and hereby direct Embark Investment Services Nominees Limited and/or the FNZ (UK) Limited nominee entity to hold the said investments for the Trustees named herein or such other Trustees of the said Trust as may be appointed in the future provided the Nominee is notified of their identity.

The Donor(s) certify that this instrument falls within category L in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.



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