

# Fixed Trust

## Settlor as trustee with optional survivorship clause

This declaration of trust is made on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (DD/MM/YYYY)

**Between 1:**

Full name of first plan owner

**of** address of first plan owner

Postcode

**and** Full name of second plan owner

**of** address of second plan owner

Postcode

Together called the '**settlor**'

**and 2 (if appointed)**

Full name of first additional trustee

**of** address of first additional trustee

Postcode

**and** Full name of second additional trustee

**of** address of second additional trustee

Postcode

**and** Full name of third additional trustee

**of** address of third additional trustee

Postcode

**and** Full name of fourth additional trustee

**of** address of fourth additional trustee

Postcode

Together called the '**additional trustees**'

**Background**

The settlor owns the plans listed in schedule II. The settlor declares that these plans will be held in trust for the benefit of the persons listed in schedule I in the way set out in this deed.

**This deed witnesses:**

- 1 In this deed the word 'trustees' means the settlor and additional trustees (or any future trustees if there are changes). The word 'trustee' means any one of them.
- 2 The settlor declares that the plans listed in schedule II will be held in trust. The settlor transfers these plans and any money payable from them to the trustees to hold in trust in the way set out in this deed.

**Please tick here if you want the survivorship clause detailed in [3] and [4] to apply to this trust**

**Please note that you can only choose this option when you set up the trust - you can't add this later on.**

- 3 [The trustees declare that they will hold the trust property on trust for the surviving settlor absolutely, if he or she is alive 30 days after the death of the first settlor to die.]
- 4 [If the surviving settlor is not alive 30 days after the date of death of the first settlor to die] the trustees declare that they will hold:
  - the plans listed in schedule II
  - any money payable from them, and
  - any investments and other assets bought using plan money ('trust property') on trust for one or more of the persons listed in schedule I.
- 5 We confirm that this deed is within category N of the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

**In witness** of this the settlor and the additional trustees have signed this deed in front of the witnesses on the date which appears on the first page of this deed. Details of these witnesses are set out on page 4 of this deed.

**Schedule I – Beneficiaries**

Add the full names of the people you want to benefit from the trust property below. Please clearly record each beneficiary's share entitlement as either a percentage or a fraction of the trust property, making sure that all the share entitlements add up to the whole of the trust property. If share entitlement isn't confirmed here, the trustees will assume equal shares for each default beneficiary.

Full names	Share entitlement
<hr/>	<hr/>

Together called the '**beneficiaries**'

**Schedule II – Plans**

Add details of each plan which will be held on trust.

Plan or policy number(s)	With (name of company)	Start date (DD/MM/YYYY)
<hr/>	<hr/>	<hr/> / /
<hr/>	<hr/>	<hr/> / /
<hr/>	<hr/>	<hr/> / /
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Together called the '**plans**'

### Schedule III – Trust provisions

**1** This trust will carry any income generated by the trust property. The trustees can pay or apply the income for the benefit of the persons who would be entitled to the trust property.

For a beneficiary under the age of legal capacity (which is 18 in England and Wales, and 16 in Scotland), the trustees can:

- pay or apply a suitable amount of the income to that person
- use the income to pay for their maintenance, education or benefit, and
- keep any surplus income in the trust for them until that person reaches the age of legal capacity.

Section 31(1)(i) of the Trustee Act 1925 will not apply to this deed. The words ‘one half’ in section 32(1)(a) will be deleted.

**2** The statutory power of appointing or removing trustees is changed.

The settlor has the power to appoint new or further trustees, and can remove existing trustees without giving a reason. If there are two settlors and one has died, the surviving settlor has these powers. If all the settlors have died the, trustees have these powers.

**3** The trustees may not use their discretions or powers under this trust or any other powers they have by law, to benefit:

- the settlor, or
- the settlor’s wife or husband, or
- the settlor’s civil partner

in any way.

**4** The trustees have the powers set out below in addition to all powers given to them by law.

a) To invest all or part of the trust property in any kind of investments. These investments may generate income, but don’t have to. The trustees should make investment decisions taking the same care as if the trust property was their own.

b) To borrow money using the trust property as security for any reason, including more investment.

c) To use their absolute discretion to:

(i) pay all or part of the trust property towards the advancement, maintenance, education or benefit of any person who has the right to have the trust income paid to them, including the payment of inheritance tax. When a parent or guardian accepts money on behalf of any person under the age of legal capacity, it means that the trustees have no more liability to that person

(ii) recover, receive or give valid receipts for all money due to them under any of the plans. And once they’ve received payments due in full, to discharge the company that provided the plans. Once discharged, the company will have no obligation to make sure the trustees deal properly with the trust property

(iii) delegate some or all of their powers to any person (but not to those listed in clause 3) to deal with any of the trust property (but not the powers to delegate in this clause (iii)

(iv) to employ any person to act as an agent for them (but not those listed in clause 3). Any fees payable to the agent can be paid out of the trust property. If they do this, none of the trustees will be liable for any loss which happens as a result of the fraud or negligence of any agent appointed in good faith by them. This applies even where the trustees could have acted for themselves without needing an agent

(v) where a beneficiary is under the age of legal capacity or legally cannot receive money for his or her benefit, to pay or transfer any capital or income which is for that person’s benefit to their parent, guardian or any other person they decide is suitable. When a parent, guardian or other suitable person accepts money on behalf of any person it means that the trustees have no more liability to that person

**5** The trustees will not have to keep the plans in force or to restart them if they end because premiums have not been paid. They will not have to replace them with new plans either.

**6** Any trustee who is a solicitor or other person providing professional or advisory services may charge for:

- costs incurred
- business transacted
- time spent, and
- acts done

on the instructions of the trustees. Charges can be paid for out of the trust property. This does not apply if the trustee is also the settlor, the settlor’s wife or husband, or the settlor’s civil partner.

**7** This declaration of trust is subject to the laws of England and Wales unless the address (or both addresses) for the settlor is in Scotland, when this trust shall be subject to Scots Law.

**8** By signing this deed the trustees accept their appointment as trustees. Where Scots Law applies, the trustees request that the plans be delivered to them at the address for the settlor set out in this deed, (unless they want them delivering to their nominated agent, whose details are set out below).

Name of agent

Address

Postcode

## Settlor(s)

### Signed as a deed by the first settlor and trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

### Signed as a deed by the second settlor and trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

## Additional trustees

### Signed as a deed by the first additional trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

### Signed as a deed by the second additional trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

### Signed as a deed by the third additional trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

### Signed as a deed by the fourth additional trustee

Name \_\_\_\_\_ Signature \_\_\_\_\_

### In the presence of witness

Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ Postcode \_\_\_\_\_

**You can get this and other documents from us in Braille or large print by contacting us.**