Discretionary Split Survivorship Trust Deed

(for use only with joint life first death life assurance plans which include BOTH life AND critical illness cover)

Discretionary Split Survivorship Trust Deed

This trust deed should not be used with plans that provide more life cover than critical illness cover.

What is it?

A discretionary trust designed for use with life assurance plans effected on a joint life first death basis and which incorporate critical illness cover and/or payment protection benefit. The settlors (the persons creating the trust) retain the right to benefit from the critical illness cover/payment protection benefit as well as the terminal illness benefit. In addition, if a benefit is paid on death, then if one settlor survives the other by 30 days, the survivor will receive the life cover benefit. If both settlors die within 30 days of each other, the life cover benefit will be held by the trustees for the other trust beneficiaries.

This trust deed can only be used with joint life first death plans.

Aims of the trust

To enable you (the settlors) to transfer the plan into trust so that the critical illness cover, payment protection benefit and terminal illness benefit is held for your joint benefit (you should be clear though that should such a payment be made then to the extent that it remains unspent at the time of your death it will be included in your taxable estate for inheritance tax) and the life cover is held for the benefit of the trust beneficiaries if you both die within 30 days of each other, otherwise for the benefit of the survivor.

To ensure that if the benefits of the plan are paid on death and you both die within 30 days of each other, they will not be liable to inheritance tax as part of your taxable estates.

To ensure that if you both die within 30 days of each other, the life cover benefits of the plan are paid into the trust without the delay that would arise from the need to obtain a grant of probate/letters of administration on the estate of whoever has died second. There will need to be at least one surviving trustee at the date of your death to avoid probate delay.

When should this trust not be used?

- If your plan is a single owner/single life plan or joint owner/joint life second death plan.
- If your plan is to be assigned as security for a loan.
- If the amount of the life cover is greater than the amount of the critical illness cover.
- If your plan does not include critical illness cover/payment protection benefit, as a different type of trust will be more suitable. Please speak to your adviser.
- If your plan is to be used for business protection, as a different type of trust will be more suitable. Please speak to your adviser.
- If you do not want any benefits from the plan included in your taxable estate in any circumstances.

How does it work?

The Discretionary Split Survivorship Trust enables you, and if you both die within 30 days of each other your trustees, to appoint the life cover benefit in favour of any of the trust beneficiaries. No appointment is possible in your favour though. You can only benefit from the specified benefits payable during your lifetime and the entitlement to the life cover will only crystallise 30 days after the first of you dies. If a trust beneficiary should die or if you or your trustees change the default beneficiaries in Box 'B' (see below) during the trust period (125 years from the start of the trust), there will be no adverse inheritance tax consequences.

If any benefit is paid as a result of your critical illness or terminal illness, any other incapacity covered by the payment protection benefit or your children's critical illness, it will be paid to you both jointly.

If your plan acquires a surrender value and the trustees surrender the plan, they will have to hold the funds until 30 days elapse after the first of you dies as the entitlement to the benefit will only crystallise at that time. If you both die within 30 days of each other the surrender value will be held for the other trust beneficiaries. The surrender value of the plan needs to be dealt with in this way to maintain the inheritance tax efficiency of this trust.

How is the trust set up?

Completion of the form is very straightforward – see the notes about boxes 'B' and 'C' below. Your full names must be written in the spaces provided (as the 'Settlors').

Box 'B' – you must write the full names of the default beneficiaries of the trust fund and the share each is to take (expressed as a percentage) in this box. Please ensure that the shares add up to 100%. The reason you should specify the amount of each beneficiary's share is so that it is clear how much each beneficiary should have if the trust fund has not been fully distributed by the time the trust must end – i.e. 125 years after it was set up. You, or after your death your trustees, can change these beneficiaries at any time during the trust period, provided no irrevocable appointments have already been made which relate to the whole of the trust fund. **Do not leave Box 'B' blank**.

In the boxes underneath the box marked 'B', you should sign and date the deed and your signatures must be witnessed by an individual who is neither a trustee nor a beneficiary under the trust, nor your spouse nor civil partner.

Box 'C' – you should write the full name and address of each additional trustee and each trustee should sign in the box. You can appoint up to four additional trustees in the boxes provided. We recommend that at least two additional trustees are appointed. You, the settlors, are automatically trustees and so you should not be included in this box.

If you do not appoint any additional trustees, and if you both die within a short time of each other we will need to delay payment until a grant of probate/letters of administration on the estate of whoever has died second has been obtained. This is because the claim will need to be made by your legal personal representatives or someone they have appointed to operate the trust. Also, some powers within the trust can only be exercised if there is at least one additional trustee.

Trustees and trustee bank account

During your lifetime, both of you will (as 'Appointor') be in control of most of the decisions relating to who should benefit from the trust. Of course you cannot appoint any benefits to yourselves. Decisions about the plan, which is the trust property, such as reducing the payments, will need to be taken by all the trustees. As Zurich will make any payment to all the trustees, they may need to set up a trustee bank account.

Inheritance tax

Inheritance tax (IHT) is a complex subject. These notes are not comprehensive and are intended only to give a broad outline of our understanding of the tax position on 1 November 2015.

What are the IHT consequences of setting up the trust?

Payments made to the plan will be transfers of value for IHT purposes although they are likely to be covered by one or more exemptions (annual exemption and/or normal expenditure out of income exemption). To the extent that the transfers are not covered by exemptions, they will be chargeable lifetime transfers (CLTs) and may cause an immediate IHT liability – see below.

If the plan is already in force, the assignment of the plan to the trust will be a CLT which, in general, will be based on the market value of the plan at the time, less the value of your retained benefits. If your plan is a term plan, this is likely to be negligible unless you are in serious ill health. However, if your plan is a whole of life plan, the value of the CLT will be the market value of the plan or the total of all the payments made to the plan (less any sums paid out previously by way of partial surrender) if greater. In the case of a unit-linked plan, if the value of the units has reduced below the value of the units when they were allocated to the policy, an adjustment is made for this. In determining whether an IHT liability arises on a CLT, account must be taken of CLTs you made in the previous seven years.

In all cases, to calculate the CLT, the value of the plan would need to be reduced to take account of the benefits kept for yourselves. To be precise this would require an actuarial calculation but, in practice, given that the values would either be negligible or covered by exemptions, no such calculation will be necessary and you should base the value of the CLT on the unreduced value of the plan.

As both of you are the settlors, for IHT purposes each is treated as making a separate transfer of value equal to one half of the value transferred.

If the value of the transfer on a payment made to the plan or on the transfer of an existing plan into trust (after taking account of any available exemptions – which would in most cases cover the premiums payable – and adding back any CLTs made in the previous seven years) is less than the nil rate band, there will be no tax to pay at that time. If it is more than the nil rate band, IHT will be payable on the amount that exceeds the nil rate band at the rate of 20%. If you pay IHT and die within seven years of setting up the trust, your trustees may pay additional IHT on the 'failed' CLT although taper relief will apply to reduce the tax if you survive by at least three years. Any failed CLTs will also be taken into account in calculating IHT on your estate on your death.

In some circumstances you may need to report the CLTs to HM Revenue & Customs (HMRC) Inheritance Tax on forms IHT100, IHT100a and D34. Please speak to your adviser for more information on this.

How does the 10-yearly (or periodic) charge work?

There is also a 10-yearly (or periodic) charge which can arise 10 years after the trust was set up and on every 10-year anniversary after that. The trustees are liable for this charge. The calculation can be quite complicated but, in very general terms, the amount that is charged to tax is based on the value of the trust fund immediately before the 10-year anniversary. If this amount does not exceed the nil rate band at that time (taking account of any CLTs you made in the seven years before you created the trust), there will be no IHT due. For term plans this value will be the market value of the plan at the time, which is likely to be negligible unless you are in serious ill health or unless the plan proceeds have already been paid but have not been distributed to the beneficiaries. However, if your plan is a whole of life plan then the value will be taken to be the total of all payments made if this is more than the market value of the plan. If the value of the trust fund (using the appropriate basis) is more than the nil rate band at the time, IHT will be payable.

How does the exit (or proportionate) charge work?

This could be relevant only if both of you die within 30 days of each other.

This charge arises when some or all of the trust property leaves the trust. For example, if you both die within a short time of each other and the trustees distribute the life cover benefit to a beneficiary. The charge is measured by the amount of the loss to the trust. If the trustees pay the tax the amount charged to IHT is increased to take account of that tax.

Payment of the life cover to the surviving settlor (on their survival for 30 days from the death of the first settlor) will not give rise to an exit charge.

Exit charge in first 10 years

Where the property leaves the trust before the first 10-year anniversary, IHT is payable at a fraction of the 'effective rate' of IHT that would have been paid when the trust was set up using the nil rate band in the tax year of exit (assuming it has increased). The fraction is 30% multiplied by the number of quarter years (40ths) that have elapsed since the trust was set up. This means that if the initial transfer into trust, plus the total amount of your CLTs in the seven years before you set up the trust (plus any added property), is less than the nil rate band at the time, there will be no exit charge. In general terms, if no IHT was paid when the trust was set up, there will be no IHT charge if property leaves the trust fund during the first 10 years.

Inheritance tax (continued)

Exit charge after the first 10 years

If the property leaves the trust after the first 10-year anniversary the rate of the exit charge will, in general, be the appropriate fraction of the rate of IHT that was charged at the last 10-year anniversary. However, this will be increased if any property has been added to the trust fund since the last 10-year anniversary. The appropriate fraction is 1/40th for each quarter year that has elapsed since the last 10-year anniversary. Therefore, if there was no IHT charge at the last 10-year anniversary and nothing has been added to the trust fund since then (payments to a plan which fall within your annual exemption and/or the normal expenditure out of income exemption are not taken into account for these purposes), there will be no exit charge. See above for information on how the 10-year periodic charge is calculated.

Why isn't there a gift with reservation under the trust?

Although you retain the critical illness/terminal illness and payment protection benefits as well as the right to the reversion for yourselves, the transfer of the plan into trust will not be a gift with reservation of benefit (GWR) because these benefits are carved out and held absolutely for your sole benefit. You cannot benefit from the life assurance element of the plan in any other circumstances. However, there is also a tax avoidance rule which states that if benefits under the plan payable to you vary by reference to the benefits payable to your beneficiaries, this could be a GWR. It is our understanding that this rule will not apply provided the plan ends on whichever event occurs first – i.e. the death of the life assured or the occurrence of a critical illness covered by the plan. For this reason, the life cover must not be greater than the critical illness cover.

What is the IHT position if I increase the benefits?

Provided the amount of the life cover is not increased so that it is more than the amount of the critical illness cover, any increase will not adversely affect the IHT effectiveness of the trust. If the life cover is increased to a level that is higher than the critical illness cover, this would create a GWR because, if the critical illness cover were to be paid, some life cover would remain but the interests of the beneficiaries would be reduced by the amount of the critical illness cover that was paid.

What if I don't claim critical illness or terminal illness benefit?

If you are entitled to make a claim for critical illness or terminal illness benefit under the plan and you or the trustees fail to make a claim, on your subsequent death the plan proceeds may be included in your taxable estate. This is on the basis that you have deliberately omitted to exercise a right with the result that your taxable estate has reduced in value and the trust fund has increased in value.

Will this trust be affected by the taxation of pre-owned assets legislation?

In cases where a person creates a trust under which they can benefit but the trust is not caught by the gift with reservation rules, an income tax charge can arise under the pre-owned assets tax legislation. We do not believe that this trust will be caught by the taxation of pre-owned assets legislation because the necessary conditions for the pre-owned assets tax rules to apply are not satisfied. In particular, there must be a settlement under which you can benefit. The critical illness/terminal illness/payment protection benefits are not part of the settled property as they are held on an absolute trust for you. The same applies to your reversionary right and, other than on the survival of 30 days from the first death, you are not able to benefit from the life cover in any other circumstances.

Important note

We will send correspondence and notices relating to the plan to both of you as the first-named trustees.

Creating a trust is an important matter and has lasting legal and tax consequences. These notes are for your general information only and cannot cover every situation. The trust is provided in draft form for consideration by your legal advisers. They are responsible for ensuring that it takes into account your individual circumstances and requirements. The trust, once created, is irrevocable and the plan and its benefits must be held according to the terms of the trust. The trustees will be in control of the operation of the trust which means that they may need to set up a trustee bank account. Any options available under the plan and any further policies that are issued as a result of the exercise of any options will also be held subject to the trust.

The draft trust and these notes are based on our understanding of current law and HMRC practice (1 November 2015). Although every care has been taken in the preparation of these notes and the draft trust, neither Zurich Assurance Ltd nor any of its officers, employees or agents accept responsibility for the operation of the trust which should be referred to your own legal advisers to ensure it meets your requirements.

Discretionary Split Survivorship Trust Deed

Plan number

- This is a discretionary trust for use only with joint life first death life assurance plans which have life and critical illness cover/payment protection benefit.
- Not to be used with plans which provide life cover greater than the critical illness cover, single life plans, joint life second death plans, business assurance, income protection plans or plans to be assigned to secure mortgages.

Persons declaring this trust (full names in BLOCK CAPITALS please):

and (the 'Settlors')

The terms of the trust are set out below.

A Potential Beneficiaries – Box 'A'

The Settlors are excluded from all the classes below.

(a) Any Spouse, Civil Partner, widow, widower or surviving Civil Partner of the Settlor provided he or she is not also a Settlor.
(b) Children, Grandchildren, Great Grandchildren (and the Spouse or Civil Partner of any of these) of the Settlors or either of them.
(c) Any person (other than the Settlors) whom the Settlors together or the survivor has notified to the Trustees in writing.
(d) Any charity.
(e) The person(s) named in Box 'B'.

B Default Beneficiaries – Box 'B' (do not leave blank)

(see 'How is the trust set up?' on page 2. If there is more than one Beneficiary, also state their share, making sure the total comes to 100%):

Full name (BLOCK CAPITALS)	Share %	Full name (BLOCK CAPITALS)	Share %

To create a trust you need to sign here. Your signatures must be witnessed.

Signed and delivered as a Deed by the First Settlor:

Date D D M M Y Y Y Y

In the presence of:

Signature of witness

Full name of witness

Address of witness

Signed and delivered as a Deed by the Second Settlor:

Date D D M M Y Y Y Y

In the presence of:

Signature of witness

Full name of witness

Address of witness

C Additional Trustees – Box 'C'

We do not recommend more than four Additional Trustees. However, if there are more than four, please provide their details and signatures on a sheet of paper marked with the Plan number, and sign it.

Title Surname	Title Surname
Full forenames	Full forenames
Address	Address
Postcode	Postcode
Date of birth	Date of birth
Signature in acceptance of appointment as Trustee	Signature in acceptance of appointment as Trustee

Title Surname	Title Surname
Full forenames	Full forenames
Address	Address
Postcode	Postcode
Date of birth	Date of birth
Signature in acceptance of appointment as Trustee	Signature in acceptance of appointment as Trustee

Ref: Z15

Trust provisions

1 Definitions

'Beneficiary' and **'Beneficiaries'** means any person or persons described in Box A or named in Box B.

'Child' includes illegitimate, legitimated, adopted and/or step-children and **'Grandchild'** and **'Great Grandchild'** are to be interpreted in the same way.

'Civil Partner' means someone who has formed a civil partnership with the person referred to in accordance with the Civil Partnership Act 2004. It includes surviving Civil Partners but it does not include former Civil Partners if the civil partnership has been ended.

'Company' means Zurich Assurance Ltd.

'Gifted Benefits' means the Trust Fund other than the Settlors' Benefits.

'Plan' means the policy of assurance identified above and any other life assurance policy included in the Trust Fund. It also includes any other policies set up in the exercise of rights under that policy and any property derived from that policy.

'Settlors' means the persons declaring this trust. Each of the Settlors is referred to as a Settlor where appropriate.

'Settlors' Benefits' means (i) any benefit of a capital nature arising under the Plan by reason of the life assured, or a Child of the life assured, being diagnosed as suffering a specified illness or condition, or undergoing a certain operation, as defined in the Plan, and, in each case, subject to such person, if so required by the Plan terms and conditions, surviving for a specified period thereafter; and (ii) any benefit of an income nature payable under the Plan by reason of the life assured becoming incapacitated as defined in the Plan. For the avoidance of doubt Settlors' Benefits include the benefit payable as a result of either of the Settlors suffering terminal illness as defined in the Plan.

'Spouse' means the husband or wife or widow or widower of the person referred to at the relevant time. It does not include divorced persons who were previously married to each other.

'Trustee(s)' means the Settlors and the Additional Trustee(s) named in Box C or the Trustee(s) for the time being of this trust.

'Trust Fund' means:

(a) the Plan

(b) any policies of assurance that are held by the Trustees subject to this trust

(c) any policies effected in accordance with any option in any policy subject to this trust

(d) all monies, investments and property paid to or transferred to the Trustees as additions to the Trust Fund

(e) any property representing the above.

'Trust Period' means the period of 125 years from the trust's commencement. This is the perpetuity period of the trust.

Unless the context indicates otherwise, words in the singular will be deemed to include the plural and the masculine to include the feminine and vice versa.

2 Creation of the Trust

The trust will commence on the date shown immediately below the Settlors' signatures or, if later, the date the above-numbered Plan is issued to the Trustees.

(1) If the Plan is not issued:

the Settlors state that, in submitting the application for the above-numbered Plan to the Company, they are acting with the intention of making themselves and the Additional Trustees specified above Trustees for the Beneficiaries named or referred to above upon the trusts and subject to the powers set out below. The Settlors direct the Company to issue the above-numbered Plan to the Trustees to hold on the terms of this trust and request that the Plan should be endorsed to this effect.

(2) If the Plan is issued:

the Settlors hold the above-numbered Plan as Trustees for the Beneficiaries named or referred to above upon the trusts and subject to the powers set out below. The Settlors wish to appoint the Additional Trustees specified above as Additional Trustees of the Plan and declare that they hold the Plan in trust as set out above and appoint the Additional Trustees as Trustees of the Plan jointly with them and assign the Plan to the Additional Trustees and themselves jointly.

3 Exclusion of Settlors from Benefit

Subject to the proviso in 4(2) below the Trust Fund, other than the Settlors' Benefits, must always be enjoyed to the absolute exclusion of the Settlors and of any benefit to them, whether under a contract or in any other way.

4 Beneficiaries

(1) The Trustees hold the Settlors' Benefits for the absolute and indefeasible benefit of both Settlors jointly.

(2) Subject to the proviso at the end of this 4(2) the Trustees hold the capital and income of the Gifted Benefits upon the trusts and (subject to 3 above) with and subject to the powers and provisions set out below for whoever the 'Appointor' (defined in 5(1) below) in his absolute discretion chooses from amongst the persons in Box A on such terms as the Appointor thinks fit and in the shares and subject

Trust provisions (continued)

to the trusts powers discretions and conditions as the Appointor appoints. The conditions for 'appointments' are set out in 5(2) below. Provided that if any benefit under the Plan becomes payable by reason of the death of a Settlor or surrender of the Plan the Gifted Benefits shall be held for the absolute benefit of the surviving (or the other) Settlor if he or she survives the first to die for a period of 30 days.

(3) Subject to 4(2) above, the Trustees also have an absolute discretion to accumulate the whole or part of the income of the Gifted Benefits during the Trust Period and that income shall be added to the capital of the Gifted Benefits. The Trustees shall pay or apply the remainder of the income to or for the benefit of any of the person(s) in Box A as the Appointor thinks fit.

(4) Subject as above and if and so far as not wholly disposed of for any reason whatsoever by the above provisions, the Trustees shall hold the capital and income of the Gifted Benefits on trust at the expiry of the Trust Period for the persons named in Box B in the shares specified in Box B and if no such shares are specified and there is more than one Beneficiary, in equal shares absolutely.

5 Power of Appointment

(1) The Appointor are both the Settlors during their joint lifetime and then the surviving Settlor unless either the Settlor has released his power of appointment, or has died, or the appointment is to be made in favour of the Settlor's Spouse or Civil Partner. In these cases appointments have to be made by the Trustees. If the appointment is in favour of the Settlor's Spouse or Civil Partner then, unless the only Trustee is a trust corporation, to make the appointment there must be at least two Trustees and one of them must be neither the Settlor nor the Settlor's Spouse nor Civil Partner.

(2) Appointments have to be made by deed. The Appointor can make them irrevocable, but otherwise they can be changed during the Trust Period. If the terms of any revocable appointment have not been revoked at the end of the Trust Period, the appointment will become irrevocable at that time. Appointments can be subject to conditions and give powers and discretions.

6 Appointment and Removal of Trustees

(1) The Settlors jointly or the surviving Settlor have the power to appoint new Trustees. After the death of the surviving Settlor, the Trustees for the time being may appoint new Trustees.

(2) The Settlors jointly or the surviving Settlor have the power to remove any Trustee provided that there are at least two Trustees remaining after the removal and one of the remaining Trustees is neither the Settlor nor the Settlor's Spouse nor Civil Partner.

(3) 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 shall be under any duty to ensure that it was proper for the Trustees to have exercised their power to discharge the missing Trustee.

7 Powers and Rights under the Plan

(1) The Settlors can jointly exercise any rights or powers under the Plan except where 9(2) below states specifically that the Trustees have the relevant power. However, the Settlors must exercise these powers under the Plan in their capacity as, and subject to the duties of, a Trustee.

(2) The Settlor's power under 7(1) above ends if he ceases to be a Trustee, dies or releases that power by deed.

8 Exclusion of Beneficiaries

The Trustees can exclude any Beneficiary from benefit under the trust. This must be done by deed. There must be at least one Beneficiary remaining under the trust after the relevant Beneficiary has been excluded and the exclusion must not affect any rights previously conferred on that Beneficiary.

9 General Powers

(1) The Trustees have all powers conferred by the law. In addition they have the powers in 9(2) below. The Company cannot be held accountable for, and is under no duty to investigate, the exercise of any of their powers by the Trustees, or how they apply to any part of the Trust Fund.

(2) The Trustees can:

(a) borrow for the purposes of the trust on whatever terms they think appropriate. They can use any part of the Trust Fund as security. The lender is under no duty to check that they use the money properly;

(b) make the Plan paid-up even if the sum assured is reduced as a result;

(c) surrender or partially surrender the Plan;

(d) sell any part of the Trust Fund (including the Plan);

Trust provisions (continued)

(e) subject to 10(1) below, exercise rights under the Plan which can reduce the benefits payable under it or, with the Company's consent, reduce the sum assured or premiums payable under the Plan;

(f) subject to 10 below, release any powers or discretions which can be exercised by the Trustees (including this power). The Trustees can do this wholly or partly and impose whatever conditions they think are appropriate;

(g) invest the Trust Fund as though they owned it beneficially and absolutely. The Trustees can invest in income-producing and non-income producing assets (including life assurance policies);

(h) subject to 10(2) below, lend to any Beneficiary on whatever terms about interest and repayment as they think fit. To avoid any doubt, it is made clear that this includes the power to make interest-free loans;

(i) delegate the exercise of any of their investment or management powers in relation to the Trust Fund, to any person they think fit, even if the delegate is resident or situated abroad. The Trustees can transfer the ownership of any property in the Trust Fund for these purposes;

(j) accept as a valid discharge any receipt, for any payment by the Trustees, given by a parent or guardian of a Beneficiary who is a minor. The Trustees do not have any duty to ensure that the payment is paid to, or applied for the benefit of, the relevant Beneficiary;

(k) subject to 10(1) below, advance all of a Beneficiary's prospective share of capital.

10 Limiting Exercise of Powers

(1) If at least one Settlor is alive, the powers in 9(2)(e), (f) and (k) can only be exercised with the Settlor's or Settlors' agreement as appropriate.

(2) Unless the Trustee is a trust corporation, the powers in 9(2)(f) and (h) can only be exercised if there are at least two Trustees, and at least one of them is neither the Settlor nor his Spouse nor Civil Partner.

11 Administration of Trust outside the UK

All or part of the administration of this trust can be transferred outside the United Kingdom and persons resident outside the United Kingdom can be Trustees.

12 Settlor's Incapacity

If any Settlor becomes mentally incapable as defined by the Mental Capacity Act 2005 or any Act of Parliament which supersedes that Act, his rights and powers under this trust will be exercisable as if he is dead at that time.

13 Charging by Trustees

Apart from the Settlors and any Spouse or Civil Partner of a Settlor, any Trustee who is in a profession, business or trade can charge his usual fees and charges for work done on behalf of the trust. This applies even where a Trustee who is not in the relevant profession, business or trade could have done the work personally.

14 Liability of Trustees

A Trustee shall not be liable for a loss to the Trust Fund unless that loss was caused by his own fraud or negligence. The duty of reasonable care set out in section 1, Trustee Act 2000, or any Act of Parliament which supersedes that Act and which sets out a Trustee's duty of care, applies to all the functions of the Trustees.

15 No Duty to Investigate Exercise of Power

Where the agreement or consent of any person is needed for the exercising of a power by the Trustees, no person dealing with the Trustees needs to be concerned whether that agreement or consent has been obtained.

16 Choice of Law and Jurisdiction

This trust is subject to the law of England. The parties are subject to the jurisdiction of the English Courts.

Please let us know if you would like a copy of this in large print or braille, or on audiotape or CD.

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