

Flexible Trust

This declaration of trust is made on the day of
 day month year

Between 1

(Full names of 1st policyholder)

of (Address of 1st policyholder)

and (Full names of 2nd policyholder)

of (Address of 2nd policyholder)

(‘the Settlor’)

and 2

(Full names of 1st trustee)

of (Address of 1st trustee)

and (Full names of 2nd trustee)

of (Address of 2nd trustee)

and (Full names of 3rd trustee)

of (Address of 3rd trustee)

and (Full names of 4th trustee)

of (Address of 4th trustee)

(‘the Original Trustees’)

Now this declaration of trust witnesses as follows

- 1 In this deed 'the Trustees' means the trustee or trustees for the time being of this settlement (which at the date of this deed are the Original Trustees) and 'Trustee' means each and any of the Trustees.
- 2 The Settlor as beneficial owner hereby assigns the Policies and all benefits payable thereunder to the Original Trustees to hold the same on the trusts described below and subject to the Trust Provisions described in Schedule IV.
- 3 The Trustees shall hold the Policies and all benefits and monies payable thereunder, and all investments and property for the time being representing the same ('the Trust Property') upon trust for such one or more exclusively of the other or others of the persons referred to in Schedules I and II as the Trustees in their absolute discretion shall appoint by Deed revocable or irrevocable and executed at any time or times not later than 24 months after the date of death of the life assured under the Policies, or the death of the second life assured to die if there is more than one life assured under any of the Policies.
- 4 Subject to and in default of any appointments under clause 3 above or insofar as any appointments shall not fully dispose of the Trust Property the Trustees shall hold the Trust Property upon trust for the person or persons described in Schedule II in the shares therein stated or in the absence of any shares being stated in equal shares absolutely.
- 5 It is hereby certified that this instrument falls within category N of the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987, as amended.

In witness whereof the Settlor and the Original Trustees in acceptance of their appointment have hereunto set their hands to this Declaration of Trust in the presence of the attesting witnesses on the day and year first above written.

Schedule I (Persons in favour of whom an appointment may be made)

- 1 Any widow or widower of the Settlor (provided such widow or widower is not also a Settlor)
 - 2 Any Civil Partner of the Settlor immediately prior to death (provided such Civil Partner is not also a Settlor)
 - 3 Any child or grandchild of the Settlor
 - 4 Any person named in Schedule II below
 - 5
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(Insert details of any persons you may ever wish to benefit, who are not already included in the schedule)

Schedule II (Persons entitled if no appointment is made)

Full names	Share entitlement	Full names	Share entitlement
1		2	
3		4	

(Insert full names of the current beneficiaries, ie the person or persons whom you would wish to benefit if you were to die now, indicating the proportion of the proceeds they should receive.)

Schedule III (Life Policies)

Policy number(s)	Effectuated with (name of company)	Dated

(Insert the details of the policies which are to form the trust assets.)

(‘the Policies’)

Schedule IV (Trust Provisions)

- 1** The provisions of section 31(1)(i) of the Trustee Act 1925 shall not apply. The Trusts hereof shall carry any intermediate income and subject to and in default of any appointment any such income accruing in the hands of the Trustees shall be paid to or applied for the benefit of the person or persons who would be entitled to the Trust Property if no further appointment under this trust could be made, provided that the Trustees may until any beneficiary who is a minor attains the age of majority pay or apply the whole or such part (if any) as they think fit of the income of the Trust Property and appropriate to that beneficiary's interest in the Trust Property or towards the maintenance, education or benefit of such beneficiary and shall accumulate the surplus, if any, of such income and the resulting income thereof holding the said income for the sole benefit of such beneficiary absolutely.
- 2** The statutory power of appointing or discharging trustees shall where necessary be modified as follows:
 - a) The power of appointing new or additional trustees shall be vested in the Settlor or in the survivor of them if more than one and after the Settlor's death in the Trustees
 - b) A Trustee may be discharged by the other Trustees where the Trustee who is being discharged cannot be found, provided that:
 - i) none of the other Trustees have been in contact with the Trustee to be discharged within the preceding twelve months and
 - ii) the other Trustees (or one or more of them) have made reasonable efforts to make contact with the Trustee to be discharged and
 - iii) the discharge is made by deed executed by all of the continuing Trustees being at least two in number and including one person who is not the Settlor.

Without limitation as to the generality of the foregoing the continuing Trustees shall be conclusively presumed to have made reasonable efforts to make contact with the Trustee to be discharged if they have written to the last known address of that Trustee without success and similarly investigated all alternative addresses notified to them during the course of the enquiry.
- 3** For the avoidance of doubt, the Trustees may not exercise their discretion or powers contained herein or any other relevant powers conferred on them by law so as to benefit the Settlor, the Settlor's spouse or the Settlor's Civil Partner (as defined by The Civil Partnership Act 2004) in any way whatsoever.
- 4** The Trustees shall have the following powers in addition to all relevant powers conferred by law:
 - a) To invest the monies payable under the Policies or any part thereof in any investments of whatsoever nature and whether bearing income or not and wheresoever situate as freely as if they were the beneficial owners thereof.
 - b) To borrow money on the security of the Trust Property for any purpose whatsoever including more investment.
 - c) To pay or apply the whole or such part as the Trustees shall in their absolute discretion think fit of the Trust Property for or towards the advancement, maintenance, education or benefit of any person or persons having the beneficial right to trust income for the time being including the payment of inheritance tax and a receipt given by a parent or guardian of any minor beneficiary shall be a sufficient discharge.
 - d) To loan the whole or any part of the Trust Property to any one or more of the persons set out in Schedules I and II on such terms as to interest and security (if any) and otherwise generally in all respects as they in their absolute discretion think fit.
- 5** The Trustees shall not be obliged to keep the Policies in force or to reinstate them or to effect new policies in substitution therefor.
- 6** Any Trustee (other than the Settlor or the Settlor's spouse) being a solicitor or other person engaged in any profession, business or trade, may charge and be paid all usual professional, business and trade charges for business transacted, time expended and acts done by him (or any employee or partner of his) in connection with the trusts hereof, including acts which a trustee not being in any profession, business or trade could have done personally.
- 7** The perpetuity period applicable to this deed shall be the period of 80 years from the date of this deed.
- 8** This Declaration of Trust shall be governed by and construed in accordance with the Law of England and Wales.

Settlor(s)

Signed as a deed by the said

First settlor

Name

Signature

In the presence of

Witness to first settlor

Name

Signature

Address

Signed as a deed by the said

Second settlor

Name

Signature

In the presence of

Witness to Second settlor

Name

Signature

Address

Original Trustees

Signed as a deed by the said

First trustee

Name

Signature

In the presence of

Witness to first trustee

Name

Signature

Address

Signed as a deed by the said

Second trustee

Name

Signature

In the presence of

Witness to second trustee

Name

Signature

Address

Signed as a deed by the said

Third trustee

Name

Signature

In the presence of

Witness to third trustee

Name

Signature

Address

Signed as a deed by the said

Fourth trustee

Name

Signature

In the presence of

Witness to fourth trustee

Name

Signature

Address