

# Trust Deed

The Discretionary  
Loan Trust

FundsNetwork  
Trusts

# Completion notes

FundsNetwork™ cannot give advice regarding the legal or tax effects of the FundsNetwork Trusts, and will not accept responsibility for any loss occurring from their use. Financial advisers and their clients are recommended to seek independent legal advice before completing the trust deed to ensure the Trust meets their needs.

If, after seeking appropriate legal advice, the FundsNetwork Discretionary Loan Trust deed and Loan Agreement are to be completed unamended, the following parts of the documents should be completed as follows:

**The FundsNetwork Discretionary Loan Trust**

This document is provided on the strict understanding that it is presented as a draft to be considered by the Settlor and his or her legal advisers. Ultimately, its legal and tax effects will depend on the circumstances of each particular case. Accordingly, neither Financial Administration Services Limited (FundsNetwork) nor any associated or affiliated company nor any of their representatives, officials, employees or professional advisers can accept any responsibility for any loss occasioned as a result of its use in any circumstances whatsoever, except as provided by law. The representatives of FundsNetwork will not give, nor do they have authority to give, advice or make representations relating to the legal or tax effects of any document provided by FundsNetwork or any associated or affiliated company or of any instrument which may be based on any such document.

**The Trust Deed**

This Trust Deed is made the

day of  in the year

between

of

(hereinafter called the "Settlor") of the first part and the said "Settlor" and

of

and

of

and

of

(hereinafter called the "Original Trustees") of the second part

**Part 1 Declaration**

**A.** The Settlor hereby declares his intention to make an interest free loan to the Original Trustees so that the moneys lent shall be held by the Trustees (subject only to the right of the Settlor to be repaid the principal amount of the loan on demand) irrevocably on the trusts and subject to the powers and provisions contained in this Trust Deed.

**B.** The Original Trustees hereby agree to receive the loan from the Settlor and to hold the moneys received from the Settlor on the terms stated above.

**Part 2 Definitions**

In this Trust Deed the following expressions shall have the following meanings and unless the context does not permit the singular shall include the plural and vice versa and words denoting any gender shall include all genders

(i) "Appointor" means the Settlor while he is alive and of full capacity and subject thereto the Trustees

(ii) "Beneficiaries" means the Default Beneficiaries and the Discretionary Beneficiaries

(iii) "Discretionary Beneficiaries" means:-

(a) any widow or widower of the Settlor

(b) the children and remoter issue of the Settlor whenever born

(c) every spouse former spouse widow or widower of any such child or remoter issue

(d) the brothers and sisters of the Settlor and their issue

(e) any one or more persons beneficially entitled under the Will (or any codicil thereto) of the Settlor or who would be entitled to an interest in the Settlor's estate if the Settlor had died intestate

(f) any person (other than the Settlor) nominated in writing to the Trustees by the Settlor as a Discretionary Beneficiary

(g) the Default Beneficiaries (as hereinafter defined)

(h) the Settlor's spouse (but only if  INITIALS the Settlor has initialled this box)

(i)

(j) any charity

(iv) "Default Beneficiaries" means the one or more persons named in the boxes below

Name	% Share if more than one
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## The Trust Deed

Insert the date of the Trust.

Insert the Settlor's full name.

Insert the Settlor's address.

Insert the first additional Trustee's full name. The Settlor is automatically appointed as a Trustee so his or her details do not need to be repeated.

Insert the first additional Trustee's address (if applicable).

Insert name and address details of further Trustees (as per first additional Trustee). No more than 4 Trustees including the Settlor can be appointed.

This box should only be initialled if the Settlor's spouse, or registered civil partner, is to be appointed as a Beneficiary. Appointment of the Settlor's spouse as a Beneficiary changes the tax treatment of the Trust. Please refer to the Investor and Adviser Guides for further information. If this box is not initialled the Settlor's spouse cannot benefit from the Trust during the lifetime of the Settlor.

Insert the full name(s) or class of any other Beneficiaries to be included that are not already covered under categories (a) - (g).

Insert the full name of each Beneficiary who will benefit in default of appointment (e.g. if assets remain in the Trust at the end of the trust period) and required percentage share of the trust fund. Insert each Beneficiary's details on a separate line. If no percentage shares are specified and there is more than one Beneficiary, each Beneficiary has an equal share. **Any shares specified must add up to 100%. At least one name must be inserted in this section.**

**Part 8 Signatures**

IN WITNESS whereof the Parties hereto executed this deed the day and year first before written at the location stated below

Signed as a deed and delivered by the said

(the Settlor)

(Settlor's signature)

In the presence of:

(Witness' signature)

Witness' name:

Address  (Witness' occupation)

**The Settlor and each Trustee must sign and complete Part 8 where indicated. Each signature must be witnessed.**

Insert the full name and signature of the relevant party.

The Witness must insert his or her full name and sign. The Witness must be an independent party to the Trust (i.e. he or she can not be a Settlor, Trustee or Beneficiary).

Insert the Witness' address.

Insert the Witness' occupation.

# Completion notes (continued)

**Completion notes**

**The Loan Agreement**

Insert the date of the Loan Agreement. **This date must not be earlier than the latest date of signature on the following pages and should be at least one day after the date of the trust deed.**

Insert the Lender's full name.

Insert the Lender's address.

Insert the first Trustee's full name. The Lender is automatically included as a Trustee and so his or her details do not need to be repeated.

Insert the first Trustee's address (if applicable).

Insert name and address details of further Trustees (as per first Trustee).

Insert the date of the FundsNetwork™ Loan Trust deed.

Insert the amount of the Loan being made by the Lender.

Insert the name of the payee of the cheque (the investment provider(s)) e.g. Fidelity.

**The Lender and each Trustee must sign and complete the agreement where indicated. Each signature must be witnessed.**

Insert the full name and signature of the relevant party.

The Witness must insert his or her full name and sign. The Witness must be an independent party to the Trust (i.e. he or she cannot be a Lender, Trustee or Beneficiary).

Insert the Witness' occupation.

Insert the Witness' address.

**The Application Form**

Where the establishment of this trust involves the setting up of a new investment for which the Trustees will be applying, please ensure that:

- The application for the investment is not dated before the date of the trust deed
- All Trustees are included and sign as applicants for the investment

**Important information**

Please note that: Tax laws may change in the future, which could affect the effectiveness of the Trust. Once set up, a trust may be difficult and/or costly to unwind if you decide that it is no longer suitable for your needs. You should consider this carefully with your legal adviser before proceeding. The Trustees are responsible for the ongoing administration of the Trust, including any relevant tax filings and payments. Your legal adviser can provide more information about a Trustee's ongoing responsibilities and duties in managing the Trust. FundsNetwork does not undertake trust administration services and will not be able to provide advice in relation to these activities.

## The Loan Agreement

Insert the date of the Loan Agreement. **This date must not be earlier than the latest date of signature on the following pages and should be at least one day after the date of the trust deed.**

Insert the Lender's (Settlor's) full name.

Insert the Lender's address.

Insert the first Trustee's full name. The Lender is automatically included as a Trustee and so his or her details do not need to be repeated.

Insert the first Trustee's address.

Insert name and address details of further Trustees (as per first Trustee).

Insert the date of the FundsNetwork Discretionary Loan Trust.

Insert the amount of the loan being made by the Lender.

Insert the name of the payee of the cheque (the investment provider(s)) e.g. Fidelity.

**The Lender and each Trustee must sign and complete the agreement where indicated. Each signature must be witnessed.**

Insert the full name and signature of the relevant party.

The Witness must insert his or her full name and sign. The Witness must be an independent party to the Trust (i.e. he or she cannot be a Lender/ Settlor, Trustee or Beneficiary).

Insert the Witness' address.

Insert the Witness' occupation.

## The application form

Where the establishment of this trust involves the setting up of a new investment for which the Trustees will be applying, please ensure that

- The application for the investment is not dated before the date of the trust deed
- All trustees are included and sign as applicants for the investment

### Important information

Please note that tax laws may change in the future, which could affect the effectiveness of the Trust.

Once set up, a Trust may be difficult and/or costly to unwind if you decide that it is no longer suitable for your needs. You should consider this carefully with your legal adviser before proceeding. The Trustees are responsible for the ongoing administration of the Trust, including any relevant tax filings and payments. Your legal adviser can provide more information about a Trustee's ongoing responsibilities and duties in managing the Trust. FundsNetwork does not undertake trust administration services and will not be able to provide advice in relation to these activities. FundsNetwork cannot give advice regarding the legal or tax effects of the FundsNetwork trusts, and will not accept responsibility for any loss occurring from their use.

Financial advisers and their clients are recommended to seek independent legal advice to ensure the trust meets their needs.

## The FundsNetwork Discretionary Loan Trust

This document is provided on the strict understanding that it is presented as a draft to be considered by the Settlor and his or her legal advisers. Ultimately, its legal and tax effects will depend on the circumstances of each particular case. Accordingly, neither Financial Administration Services Limited ("FundsNetwork") nor any associated or affiliated company nor any of their representatives, officials, employees or professional advisers can accept any responsibility for any loss occasioned as a result of its use in any circumstances whatsoever except as provided by law. The representatives of FundsNetwork will not give, nor do they have authority to give, advice or make representations relating to the legal or tax effects of any document provided by FundsNetwork or any associated or affiliated company or of any instrument which may be based on any such document.

## The Trust Deed

This Trust Deed is made the

day of  in the year

between

of

(hereinafter called the "**Settlor**") of the first part and the said "**Settlor**" and

of

and

of

and

of

(hereinafter called the "**Original Trustees**") of the second part

## Part 1 Declaration

- A. The Settlor hereby declares his intention to make an interest free loan to the Original Trustees so that the moneys lent shall be held by the Trustees (subject only to the right of the Settlor to be repaid by the principal amount of the loan on demand) irrevocably on the trusts and subject to the powers and provisions contained in this Trust Deed.
- B. The Original Trustees hereby agree to receive the loan from the Settlor and to hold the moneys received from the Settlor on the terms stated above.

## Part 2 Definitions

In this Trust Deed the following expressions shall have the following meanings and unless the context does not permit the singular shall include the plural and vice versa and words denoting any gender shall include all genders

- (i) "**Appointor**" means the Settlor while he is alive and of full capacity and subject thereto the Trustees
- (ii) "**Beneficiaries**" means the Default Beneficiaries and the Discretionary Beneficiaries
- (iii) "**Discretionary Beneficiaries**" means:-
  - (a) any widow or widower of the Settlor
  - (b) the children and remoter issue of the Settlor whenever born
  - (c) every spouse former spouse widow or widower of any such child or remoter issue
  - (d) the brothers and sisters of the Settlor and their issue
  - (e) any one or more persons beneficially entitled under the Will (or any codicil thereto) of the Settlor or who would be entitled to an interest in the Settlor's estate if the Settlor had died intestate
  - (f) any person (other than the Settlor) nominated in writing to the Trustees by the Settlor as a Discretionary Beneficiary
  - (g) the Default Beneficiaries (as hereinafter defined)
  - (h) the Settlor's spouse (but only if the Settlor has initialled this box)  INITIALS
  - (i)
  - (j) any charity
- (iv) "**Default Beneficiaries**" means the one or more persons named in the boxes below

Name

% Share  
if more than one

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## Part 2 Definitions (continued)

- (v) **"Trustees"** means the trustee or trustees as appropriate for the time being of this Trust and at the commencement of this Trust the Trustees are the Original Trustees
- (vi) **"Trust Fund"** means
- all money investments or other property paid or transferred by any person or persons to or so as to be under the control of and (in either case) accepted by the Trustees as additions, any capital accretions and accumulations of income and
  - the money investments and other property from time to time representing the said money investments other property additions capital accretions and accumulations of income
- (vii) **"Trust Period"** means the period of 125 years commencing with the date of this Trust Deed
- (viii) In this Trust **"child"** **"children"** and **"issue"** includes any illegitimate step adopted or legitimated (whether adopted or legitimated before or after the date hereof) child, children or issue
- (ix) **"Spouse"** includes any civil partner registered under the Civil Partnership Act 2004 and widow(er) includes any surviving civil partner so registered. Any references to marriage include registered civil partnership.

## Part 3 Principal Trust Terms

- The Trustees shall hold the Trust Fund and its income on the trusts and subject to the powers and provisions set out in this Trust Deed and shall have power by deed or deeds revocable (whether by the person(s) making the deed or some other person(s)) during the Trust Period or irrevocable to appoint the whole or any part or parts of the Trust Fund and the income thereof for such one or more of the Discretionary Beneficiaries in such one or more shares and for such interests and subject to such trusts powers and provisions (including protective trusts alimentary liferent discretionary trusts or powers operative or exercisable at the discretion of the Trustees or any other persons) as the Trustees shall in their absolute discretion think fit Provided Always that no such appointment shall infringe the rule against perpetuities (where this is relevant) or affect the entitlement of any person to any payment made or asset transferred to him.

Provided also that no appointment shall be made in favour of a Beneficiary who is one of the Trustees unless there is at least one other Trustee who does not benefit directly or indirectly from the appointment.

- Subject to any exercise of the power of appointment conferred by paragraph 1 of this Part 3:
  - The Trustees may accumulate the whole or part of the income of the Trust Fund during the Trust Period. Such 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 such one or more of the Discretionary Beneficiaries as the Trustees in their absolute discretion think fit during the Trust Period.
- Subject to any exercise of the power of appointment conferred by paragraph 1 of this Part 3, during the Trust Period:
  - The Trustees shall have power to pay transfer or apply the whole or any part or parts of the capital of the Trust Fund as they in their absolute discretion think fit to or for the benefit of any Beneficiary.
  - The Trustees shall have power to lend with or without security to any Beneficiary the whole or any part of the Trust Fund upon such conditions as to interest (if any) and repayment and

generally upon such terms as the Trustees in their absolute discretion think fit Provided Always that any such loan must be repayable before the end of the Trust Period.

- Subject to the preceding trusts and to any exercise of the powers conferred above the Trustees shall at the end of the Trust Period hold the Trust Fund upon trust for such of the Default Beneficiaries as are living at the end of the Trust Period and if more than one in the shares shown in clause (iv) of Part 2 and if no shares are shown in equal shares.
- Subject as above and to any or every exercise of the Trustees' powers the Trust Fund and its income so far as not otherwise disposed of shall be held in trust for the Default Beneficiaries in equal shares absolutely.

## Part 4 Administrative Powers

The Trustees shall in the management and administration of the Trust Fund have the widest possible powers (which they may exercise or omit to exercise from time to time at their absolute discretion) of managing and dealing with the Trust Fund in all respects as if the Trustees were the absolute beneficial owners thereof and without prejudice to the generality of the foregoing the Trustees shall have the following powers:

- Power to retain the Trust Fund in its present state.
- Power to sell or otherwise liquidate and deal with any asset whatsoever comprised in the Trust Fund and to invest in any property of whatsoever nature and wheresoever situate and whether producing income or not, including land, heritable property and investment in any policies of assurance as the Trustees may in their absolute discretion think fit.
- With regard to any policy of assurance or capital redemption policy held subject to the Trust, the power:
  - to pay premiums on any such policy and to borrow from any person (including any of themselves) the moneys required for any such premium upon such terms as to repayment interest and otherwise as they may think fit.
  - to exercise any of the elections powers options and privileges conferred by any such policy and to alter the amount of any periodic premiums payable thereunder or the period during which such premiums are payable and to alter the terms of any such policy in any manner by agreement with the insurers and to do any of the foregoing notwithstanding that the sum assured may thereby be reduced or increased.
  - to convert any such policy into a fully paid up policy free from payment of future premiums.
  - to surrender wholly or partially any such policy.
  - to appoint in writing such person or persons as the Trustees think fit to act as agent of the Trustees for the purpose of receiving moneys from any person and to apply the said moneys as premiums under any such policy already in force or under any such policy which is about to come into force and to become comprised in the Trust Fund.
  - to recover receive or give valid receipts for all moneys due or to become due under any such policy so that the receipt by the Trustees of any moneys payable under or deriving from any dealing with any such policy shall be a full and sufficient discharge to the insurance company making the payment who shall not be concerned to see to the application of any such moneys.
- Power to borrow money on such terms as to interest repayment and otherwise as they may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only and to use such money in purchasing or subscribing for investments or property to be held as part of the Trust Fund or otherwise for any purpose for which capital moneys forming part of the Trust Fund may be used.

- (v) Power to pay or transfer any capital or income to be paid transferred or applied for the maintenance education or benefit of a Beneficiary who is under the age of legal capacity or otherwise under a legal disability to any parent or guardian of that Beneficiary or to such other person on behalf of such Beneficiary as the Trustees shall think fit and the receipt of such person shall be a complete discharge to the Trustees who shall be under no obligation to see to the proper application thereof.
- (vi) Power revocably or irrevocably to delegate any power or powers in making managing realising or otherwise dealing with any property comprised in the Trust Fund to any person or persons (including nominees) upon such terms as to remuneration or otherwise as the Trustees may think fit and no Trustee shall be responsible for the default of any such agent if the Trustee in question employed or incurred expense in employing him in good faith.
- (vii) Power at any time or times by deed or deeds to confer on themselves any administrative power not conferred on them by this Deed or the general law which the Trustees may consider necessary or expedient.

## Part 5 Appointment, Dismissal, Retirement and Remuneration of Trustees

1. The Appointor shall have power to appoint by deed new or additional Trustees and where necessary the Trustees will grant any necessary documentation to complete such appointment.
2. The Settlor while he is alive and of full capacity shall have power to dismiss by deed any Trustee and the said power shall be exercisable notwithstanding that as a result of its exercise the sole Trustee is a corporation which is not a Trust Corporation for the purpose of Section 37 of the Trustee Act 1925, where relevant, or a single individual but not so as to result in the Settlor and/or his spouse for the time being becoming the only Trustee(s).
3. Any Trustee may retire at any time on giving 30 days written notice to the Appointor Provided Always that no retirement of any Trustee shall take effect so as to result in the Settlor or the Settlor's spouse for the time being becoming the only Trustee(s).
4. Any corporate body which is empowered to act as a trustee may at any time be appointed as a Trustee and may act by its proper officers in the discharge of its duties as such Trustee and in the exercise of the powers and discretions conferred hereby or by law.
5. Every Trustee shall be entitled to remuneration upon such terms as may be agreed by the Appointor and in the absence of such agreement every Trustee shall be entitled to remuneration in accordance with its normal scale of charges (if applicable) at that time Provided Always that the Settlor and the spouse for the time being of the Settlor shall not be entitled to remuneration as a Trustee in any way.
6. Any Trustee other than the Settlor and any spouse for the time being of the Settlor
  - (i) who is engaged in any profession business or trade may be employed by the Trustees and any Trustee so engaged and employed may charge and be paid all reasonable professional business or trade costs and charges for business transactions and time expended and acts done by him (or any partner or employee of his) in connection with this Trust including acts which a Trustee not being engaged in any profession business or trade could have done personally and whether or not in the usual scope of his profession business or trade.

- (ii) may exercise or concur in exercising all powers and discretions given to him by this Trust or by law notwithstanding that he has a direct or other personal interest in the mode or result of any such exercise but any of the Trustees may nevertheless abstain from acting except as a merely formal party in any matter in which he may be so directly or personally interested and may allow his co-trustees to act alone in relation thereto.

## Part 6 Further Trust Provisions

1. No Trustee who is an individual shall 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.
2. The Trustees shall have power by deed or deeds revocable (whether by the person making such deed or some other person) during the Trust Period or irrevocable wholly or partially to release or restrict the future exercise of any power hereby conferred on them (including this power) whether or not of a fiduciary nature and whether dispositive or administrative and so as to bind their successors.
3. Notwithstanding any of the foregoing provisions the Settlor and, where paragraph (h) in Part 2 (iii) above has not been initialled by the Settlor, the spouse of the Settlor (in this clause together called "Excluded Persons") shall not be capable of taking any direct or indirect benefit of any kind by virtue or in consequences of this Trust Deed otherwise than by way of repayment of any loan made by the Settlor to the Trustees and in particular but without prejudice to the generality of this paragraph:
  - (i) the Trust Fund and its income shall be held and enjoyed to the entire exclusion of any Excluded Person and to the entire exclusion of any direct or indirect benefit to any Excluded Person by contract or otherwise
  - (ii) no part of the capital or income of the Trust Fund shall be paid to or held by any Excluded Person (except in a fiduciary or parental capacity) or lent to or applied for the direct or indirect benefit of any Excluded Person and
  - (iii) no power or discretion conferred on the Trustees shall be capable of being exercised or operating in any manner so as to confer any benefit whether directly or indirectly on any Excluded Person in any manner or circumstances whatsoever.

## Part 7 Governing Law

English law governs the validity of this Trust, and its construction, effects and administration.

## Part 8 Signatures

IN WITNESS whereof the Parties hereto executed this deed the day and year first before written at the location stated below

Signed as a deed and delivered by the said

(the Settlor)

(Settlor's signature)

In the presence of:

Witness' name:

(Witness' signature)

Address

(Witness' occupation)

Signed as a deed and delivered by the said

(Original Trustee)

(Original Trustee's signature)

In the presence of:

Witness' name:

(Witness' signature)

Address

(Witness' occupation)

## Part 8 Signatures (continued)

IN WITNESS whereof the Parties hereto executed this deed the day and year first before written at the location stated below

Signed as a deed and delivered by the said

(the Original Trustee)

(Trustee's signature)

In the presence of:

Witness' name:

(Witness' signature)

Address

(Witness' occupation)

Signed as a deed and delivered by the said

(Original Trustee)

(Trustee's signature)

In the presence of:

Witness' name:

(Witness' signature)

Address

(Witness' occupation)





Issued by Financial Administration Services Limited, authorised and regulated by the Financial Conduct Authority. Fidelity, Fidelity International, FundsNetwork™ their logos and F symbol are trademarks of FIL Limited. FundsNetwork cannot give advice regarding the legal or tax effects of the FundsNetwork trusts, and will not accept responsibility for any loss occurring from their use. Financial advisers and their clients are recommended to seek independent legal advice to ensure the trust meets their needs.