

Nucleus Bare Gift Trust Trust Deed

Nucleus client relations, PO BOX 26968, Glasgow G2 9DY.

This document is provided strictly for general consideration only. Any action taken or refrained from in connection with the Nucleus Bare Gift Trust must be preceded by discussion with the settlor's legal and other professional advisers. Accordingly, neither Nucleus nor any associated or affiliated company nor any of their representatives, officials or employees can accept any responsibility for any loss occasioned as a result of the use of the draft Nucleus Bare Gift Trust in any circumstances whatsoever except as provided by law.

Important notes on using the Nucleus Bare Gift Trust

- This draft Bare Gift Trust Deed is suitable for use only with investments held in the Nucleus Wrap or when applying for a new investment to be held in the Nucleus Wrap.
- For all new investments, the gift is made with a cheque (or a BACS transfer) in favour of Nucleus Financial Services and the application for the investment, be it a Nucleus Onshore or Offshore Bond, or Nucleus General Account, will then be made by the Trustees appointed in the Trust Deed.
- For existing Nucleus Onshore or Offshore Bonds, the Deed of Trust incorporates an assignment of the Bond to the Trustees. A copy of the completed Trust Deed will need to be sent to the appropriate life office as a notice of the assignment.
- For existing General Accounts in the Nucleus Wrap (where all or some of the units/shares in the account are to be gifted), in order to legally perfect the gift, the register of beneficial owners held by the Nominee company, NFS Nominees Limited, must be amended. The Trust Deed incorporates an instruction to NFS Nominees Limited for this to happen.
- When existing investments that are currently held in the Nucleus Wrap are gifted into Trust, a new Nucleus account will be set up in the name of the Trustees. This has to be done with the help of the financial adviser through the Nucleus online process.
- The Bare Gift Trust is an absolute gift for the benefit of the named Beneficiary(ies). As such it has important legal and tax consequences. For an overview of the features, benefits and the legal and tax implications of this Trust, investors should refer to The client guide to the Nucleus Bare Gift Trust. A more detailed guide for advisers can be found in the Adviser Guide to the Nucleus Bare Gift Trust.
- The main purpose of this Trust is to facilitate a gift to (a) specified Beneficiary(ies) which is treated as a potentially exempt transfer (PET) for inheritance tax. For this reason, the named Beneficiary(ies) cannot be changed and the person declaring the Trust (the Donor) is excluded from all benefit so as to avoid the "reservation of benefit" provisions and the pre-owned asset tax rules (see client and adviser guides).
- If, having obtained legal advice, the investor wishes to execute the draft as a Deed, the Donor(s) and the Trustees should follow the instruction in the completion guide at the end of the document.
- A copy of the executed Deed must be sent to Nucleus for registration by the financial adviser who has access to the Nucleus online system.

Nucleus Bare Gift Trust Trust Deed

The Trust Deed

This Trust Deed is made the _____ day of _____ in the year _____

Between

of

and

of

("the Donor" which term, where two persons are named above, shall include both of them) of the first part and the

Donor and

of

and

of

and

of

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

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Part 1: Declaration

A. Where the 'Initial Asset' is defined in paragraph (a) of the Schedule hereto, the Donor has transferred or delivered (or intends forthwith to transfer or deliver) to the Original Trustees the Initial Asset to enable them to purchase investments in a Nucleus Wrap as indicated in the application that the Original Trustees have made or are about to make to Nucleus and to hold the said investments subject to the terms of this Trust.

Or

Where the 'Initial Asset' is defined in paragraph (b) or (c) of the Schedule hereto the Donor hereby assigns the Initial Asset to the Original Trustees to hold subject to the terms of this Trust.

Or

Where the 'Initial Asset' is defined in paragraph (d) or (e) of the Schedule hereto the Donor hereby assigns all his interest in the Initial Asset to the Original Trustees to hold subject to the terms of this Trust.

B. 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.

C. Name of the Trust
This trust will be known as:

Part 2: Definitions

In this Trust 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 Donor while he is alive and of full Capacity, and subject thereto the Trustees. Where two persons are the Donor, the Appointor is both of them jointly while they are both alive and both of full Capacity and following the death or loss of Capacity of one, then the remaining Donor if of full capacity shall be the Appointor and subject thereto the Trustees.

ii. 'Beneficiaries' means the one or more persons named in the boxes below:

Name	% share if more than one
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iii. 'Capacity' means mental capacity within the provisions of the Mental Capacity Act 2005 or any Act which supersedes it.

iv. 'Nucleus Wrap' has the meaning ascribed to it in the Nucleus Terms and Conditions.

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.

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- vi. 'Trust Fund' means
- a) the Initial Asset and
 - b) 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
 - c) the money, investments and other property from time to time representing the said Initial Asset, money, investments, other property additions, capital accretions and accumulations of income.
- vii. 'Trust Period' means the period of one hundred and twenty five 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: Main trust terms

- 1 The Trustees shall hold the Trust Fund and its income in Trust for the Beneficiaries absolutely and if more than one in the shares set out in paragraph (iii) of Part 2 and if no shares are specified in equal shares absolutely.
- 2 Any income arising to the Trustees at any time from the Trust Fund shall be paid or applied as it arises to or for the benefit of the Beneficiary who is entitled to it.
- 3 So long as any Beneficiary is under the age of legal capacity the Trustees shall 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 shall retain the balance of any such income on Trust for that Beneficiary absolutely and until he shall attain the age of legal capacity the Trustees shall invest the same and the resulting income thereof in investments hereby or by law authorised and shall hold the same as an accretion to the said balance provided always that so long as the said Beneficiary is under the age of legal capacity the Trustees may pay or apply as aforesaid any such balance or accretion as if it were income arising in the then current year.

- 4 The Trustees shall 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 Where the Trustees wish to pay transfer or apply any capital or income to or for the benefit of a Beneficiary who is under a legal disability they may do so by paying the income or capital 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.

Part 4: Trustees' administrative powers

- 4.1 Subject to clause 4.2 below 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:
- i. Power to retain the Trust Fund in its present state.
 - ii. 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 and to hold any such in certificated or uncertificated form.
 - iii. With regard to any policy of assurance or capital redemption policy held subject to the Trust, the power:
 - a) 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.
 - b) 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.

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- c) to convert any such policy into a fully paid up policy free from payment of future premiums
- d) to surrender wholly or partially any such policy
- e) 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
- f) 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
- iv. 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 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. The Trustees shall also have power to pay any fees or other charges made by any such person acting for the Trustees in any of the specified capacities.
- vi. Power to delegate any administrative functions in connection with the investment of the Trust Fund to any two of their number.
- 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.

4.2 The exercise by the Trustees of the powers conferred by Clause 4.1 above shall 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 under the age of legal capacity or otherwise lacking capacity.

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

- 1 The Appointer 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 Donor while he is alive and of full Capacity, or if two persons are the Donor both of them jointly while they are both alive and of full Capacity or if only one of them is alive and of full Capacity that one acting alone, 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 Donor 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, and the Trustees if different, provided always that no retirement of any Trustee shall take effect so as to result in the Donor or the Donor'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 corporate Trustee shall be entitled to remuneration upon such terms as may be agreed by the Appointor at the time of its appointment and in the absence of such agreement every corporate Trustee shall be entitled to remuneration in accordance with its normal scale of charges (if applicable) at the time of its appointment Provided Always that the Donor and the spouse for the time being of the Donor shall not in any capacity or in any way be entitled to remuneration as a Trustee.
- 6 Any Trustee other than the Donor and any spouse for the time being of the Donor
 - a) who, not being a body corporate, 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.

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- b) 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.
- 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.

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.

Part 7: Proper law

The proper law of this Trust shall be that of England and Wales and all rights under this Trust and its construction and effect shall be subject to the jurisdiction of the courts and construed according to the law of England and Wales.

Schedule

'Initial Asset' means the cash cheque or other property as indicated by the Donor(s) completing (a), (b), (c), (d) or (e) below:

a) The sum of £ _____ or the cheque or BACS transfer for the said sum made payable to Nucleus Financial Services

b) Nucleus Onshore Bond policies identified below:

Bond number	On the life / lives of:	Issued by:
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c) Nucleus Offshore Bond policies identified below:

Bond number	On the life / lives of:	Issued by:
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d) All the investments held by NFS (Nominees) Limited as the Donor's nominee in the Nucleus [General Account] [Gross Account] numbered managed by Nucleus Financial Services Limited.

e) The units or shares in the following Unit Trust, OEIC and/ or SICAV Fund(s) held by NFS (Nominees) Limited as the Donor's Nominee in the Nucleus account(s) numbered below managed by Nucleus Financial Services Limited.

Account number	Fund name	Number of shares / units
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Part 8: Signatures

In witness whereof the parties hereto executed this Deed the day and year first before written

Signed as a Deed and delivered

By the said (the Donor)

Donor's signature (must be a 'wet' signature)

In the presence of:

Witness name

Occupation

Address

Witness' signature (must be a 'wet' signature)

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Signed as a Deed and delivered

By the said (Second Donor)

Second Donor's signature (must be a 'wet' signature)

In the presence of:

Witness name

Occupation

Address

Witness' signature (must be a 'wet' signature)

Signed as a Deed and delivered

By the said (1st Original Trustee)

1st Original Trustee's signature (must be a 'wet' signature)

In the presence of:

Witness name

Occupation

Address

Witness' signature (must be a 'wet' signature)

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Signed as a Deed and delivered

By the said (2nd Original Trustee)

2nd Original Trustee's signature (must be a 'wet' signature)

In the presence of:

Witness name

Occupation

Address

Witness' signature (must be a 'wet' signature)

Signed as a Deed and delivered

By the said (3rd Original Trustee)

3rd Original Trustee's signature (must be a 'wet' signature)

In the presence of:

Witness name

Occupation

Address

Witness' signature (must be a 'wet' signature)

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Part 9: Notice

Notice of Trust and Direction to Nominee [Nucleus account]

By sending a copy of this Deed to NFS 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 account with effect from the date specified in the Deed and hereby direct NFS Nominees Limited 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.

Notice of assignment of Nucleus [Onshore Bond] [Offshore Bond] to Trustees

By sending a copy of this Deed to [Nucleus Financial Services Limited acting on behalf of] [SFA] [RL 360] [Sanlam] delete as appropriate the Donor(s) give Notice of the assignment of legal title to the Bond identified in the Schedule above to the Trustees with effect from the date specified in the Deed.

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Nucleus Bare Gift Trust completion guide

This Bare Gift Trust is provided as a draft. If, after you have sought independent legal advice, this Bare Gift Trust is considered to be appropriate and is to be completed unamended and in the same format then, the following parts of the document need to be completed as follows.

Personal details

- The date the Deed is executed must be inserted. If the parties sign the Deed on different days, this should be the date of the last signature.
- The names and addresses of the Donor(s) (both of them in joint cases) and the additional Trustees who will act with the Donor(s) as Original Trustees must be inserted. A maximum of 4 Original Trustees (including the Donor(s)) should be inserted.

Part 1: Declaration

In paragraph C. Name of the Trust: the name of the Trust should be inserted, e.g. 'The 2021 Richard Jones Bare Gift Trust'. This will help to distinguish it from any other Trusts the Donor may have created, which will help when corresponding with HM Revenue & Customs. It is also the name which will be used to refer to the Trust in the Nucleus Wrap and that will feature on all correspondence relating to the investment account from Nucleus.

Part 2: Declaration

In definition (iii) 'Beneficiaries' the names of the Beneficiary or Beneficiaries should be inserted. If there is to be more than one such Beneficiary then the percentage shares in which they should benefit should be inserted. Please ensure that the shares add up to 100%. At least one name must always be included in this Part. Do not include the Donor's or Donor's spouse's name here. Neither the names nor the shares of the Beneficiaries can be changed once the Deed is signed.

Part 7: Proper Law

The law of England and Wales will apply.

The Schedule

In the Schedule the details of the relevant 'Initial Asset' should be inserted.

Paragraph (a) should be completed where the Donor is transferring cash (or a cheque) to the Trustees with the intention that the Trustees invest in a Nucleus Wrap.

Paragraph (b) or (c) should be completed if an existing Nucleus bond (onshore or offshore as appropriate), is being transferred to the Trust.

The Bond number, the life/lives assured and name of the company issuing the policy should be inserted.

Paragraph (d) should be completed if all the existing investments held in a Nucleus General or Nucleus Gross Account are being made subject to this Trust.

Paragraph (e) should be completed if only some of the investments held in such an account are being gifted.

Part 8: Signature

The Donor (both Donors in joint cases) and the Original Trustees should sign the document and each signature should be witnessed. It is sufficient for the Donor(s) to sign once.

Part 9: Notice

The options in square brackets should be struck through as appropriate.

HMRC Trust Registration Service

Most trusts now require to register with the HMRC Trust Registration Service. There are some exemptions and professional advice should be taken.