

Deed of Appointment of New Trustee/ Removal or Resignation of Trustee



Form guide

Please use this form if you wish to appoint and/or remove a Trustee to/from your:

- Wrap Gift Trust, or
- Wrap Loan Trust, or
- Wrap Bare Probate Trust, or
- By-pass Trust.

("James Hay trust"). This deed is not to be used where you have set up a bespoke declaration of trust.

Before signing and completing this deed, you must:

- read the terms of your James Hay trust deed.
- obtain independent legal and tax advice

Please complete this form in BLOCK CAPITALS and return it to James Hay Partnership, Dunn's House, St Paul's Road, Salisbury, SP2 7BF.

Notes

You are strongly recommended to seek separate legal and taxation advice prior to signature and during the life of your James Hay trust.

The deed must be signed in Section 2 by each party stated in Section 1 before a witness who must sign against each signature witnessed. The witness must be independent, over 18 and not a relative of the person whose signature is being witnessed.

This deed has been designed for use in conjunction with James Hay trusts. Once signed, the form must be returned to James Hay for noting and return. Once returned to you it should be kept with your James Hay trust deed, policy documents and other trust papers.

This deed does not deal with the removal of a Trustee without his/her being party to it. Any removal must follow the powers and procedures (if any) set out in your James Hay trust deed.

Any deed removing a Trustee must also be forwarded to James Hay for noting and return.

There should at all times be a minimum of two Trustees validly appointed as trustees of your James Hay Trust, unless one of those trustees is a 'Trust Corporation' (within the meaning of the Law of Property Act 1925). Where a Trustee is retiring or is being removed, another Trustee should normally be appointed at the same time in place of the exiting Trustee. If a replacement is not to be appointed at the same time, separate legal advice should be sought.

The notes in relation to the use of this deed are for general guidance only. You must also obtain independent legal and tax advice regarding the deed. As a result, no responsibility can be taken by James Hay for the interpretation of the law or future changes in the law or practice. Tax liabilities are dependent on individual circumstances and no assurance can or will be given that the use of this deed is suitable for your individual circumstances.

Please note all Parties to the original Trust must also be party to this deed, unless they have subsequently retired/been removed as Trustees of the Trust or are deceased.

A. This deed ("Deed") is made on

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 by the following parties:

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

Name

Address

Postcode

the

“ ”

(Include the name of each party and whether they are a "Settlor", "New Trustee", "Continuing Trustee" or "Retiring Trustee")

The Settlor, if alive, must be a party to this deed. All new, continuing and retiring Trustees must also be a party to the Deed.

1 Parties (cont.)

- B. Considering that the Settlor and the Continuing Trustee(s) and Retiring Trustee(s) are the present Trustees (as defined in the Trust) of the Trust created by

(referred to in this deed as “the Settlor”) by way of a declaration of trust dated:

(referred to in this deed as the “Trust”)

- C. In exercise of their powers (if any) under the Trust and every other power to them, the Settlor, the Continuing Trustee(s) and the Retiring Trustee(s) named in Section A of this Deed hereby appoint the New Trustee(s) as Trustee(s) of the Trust to act jointly with the Continuing Trustee(s) and the Settlor in accordance with the terms of the Trust and the New Trustee(s) named in Section A of this Deed hereby accept(s) such appointment.

☐ (Tick box if a New Trustee(s) is/are being appointed by this Deed.)

- D. The Retiring Trustee(s) hereby retire(s) and is/are discharged from trusteeship under the Trust.

☐ (Tick box if a Retiring Trustee(s) is/are retiring pursuant to this Deed.)

- E. The Trust Fund (as defined in the Trust) and any obligations of the Trustees in respect of the Trust Fund are hereby transferred, assigned and conveyed to the Continuing Trustee(s), if any, and the New Trustee(s), if any, and the Retiring Trustee(s), if any, shall do all acts necessary (at the expense of the Trust Fund) to give full legal and practical effect to the foregoing transfer.

- F. The following former Trustees of the Trust Fund have died prior to the date of this Deed and therefore ceased to be Trustees at the date of their death.

Name

Date of death

Name

Date of death

Please send a certified copy of the original death certificate to James Hay Partnership, if applicable.

- G. This Deed shall be governed by the law of the country governing the Trust.

2 Signatures

Please note any witness must be aged 18 or over, and should not be a spouse, partner or relative of the signature being witnessed. Your witness also cannot be an individual who is a party of this Deed.

In witness whereof this instrument is executed as a deed and sealed (where required by law) on the day and year first mentioned above.

SIGNED AND DELIVERED BY:

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

Name of Trustee

Signature of Trustee

Signature of Witness

Full name of Witness

Address of Witness

Postcode

We are able to provide literature in alternative formats. For a Braille, large print, audio or E-text version of this document call us on 03455 212 414 (or via the Typetalk service on 18001 03455 212 414).

James Hay Partnership is the trading name of Nucleus Group Services Limited (NGSL) (registered in England number 02538532); James Hay Services Limited (JHS) (registered in Jersey number 77318); IPS Pensions Limited (IPS) (registered in England number 2601833); James Hay Administration Company Limited (JHAC) (registered in England number 4068398); James Hay Pension Trustees Limited (JHPT) (registered in England number 1435887); James Hay Wrap Managers Limited (JHWM) (registered in England number 4773695); James Hay Wrap Nominee Company Limited (JHWNC) (registered in England number 7259308); PAL Trustees Limited (PAL) (registered in England number 1666419); Sarum Trustees Limited (SarumTL) (registered in England number 1003681); The IPS Partnership Plc (IPS Plc) (registered in England number 1458445); Union Pension Trustees Limited (UPT) (registered in England number 2634371). JHS has its registered office at Aztec Group House, 11-15 Seaton Place, St Helier, Jersey, JE4 0QH. NGSL, IPS, JHAC, JHPT, JHWM, JHWNC, PAL, SarumTL, IPS Plc, and UPT have their registered office at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. JHAC, JHWM, IPS and IPS Plc are authorised and regulated by the Financial Conduct Authority. (2/23)