Quilter International

# Additional Loan Agreement and Acknowledgement of Receipt of Loan by Trustees

This agreement is for use with the existing Loan Trusts offered by either Old Mutual Wealth Life Assurance Limited, Quilter International Isle of Man Limited, Old Mutual Wealth Life & Pensions Limited, Old Mutual Wealth Limited or Quilter International Ireland dac.

Please use BLOCK CAPITALS only and blue or black ink. Please complete all relevant sections. If any are incomplete, we will return the form for completion. All references to Old Mutual Wealth in this Deed mean Old Mutual Wealth Life Assurance Limited, Old Mutual Wealth Life & Pensions Limited or Old Mutual Wealth Limited. All references to Quilter International in the Deed mean Quilter International Isle of Man Limited or Quilter International Ireland dac.

## *Section 1 – The parties*

This loan agreement is made on

D D M M Y Y Y Y

**By** (insert name(s) and address(es) of Lender(s))

Full name

Address

Postcode

Full name

Address

Postcode

(the 'Lender(s)' of the one part)

**And** (insert name and address of first Trustee (for example, the Lender))

Full name

Address

Postcode

**And** (insert name and address of second Trustee, who may also be a Lender)

Full name

Address

Postcode

**And** (insert name and address of third Trustee, if any)

Full name

Address

Postcode

**And** (insert name and address of fourth Trustee, if any)

Full name

Address

Postcode

('the Trustees') of the other part

## *Section 2 – The loan trust*

Loan Trust Declaration Date

D D M M Y Y Y Y

Name of Settlement

Name of Settlor(s)
First Settlor

Second Settlor
(if any)

## *Section 3 – The loan*

Whereas A. The Trustees are the Trustees of the Settlement.

B. The Lender(s) agree with the Trustees to lend them £

to hold on trusts of the Settlement named in section 2 above (hereinafter called 'the Loan'). The Trustees have requested that the Loan be made by payment of a cheque or electronic transfer (where appropriate) to Old Mutual Wealth Life Assurance Limited, Quilter International Isle of Man Limited, Quilter International Ireland dac, Old Mutual Wealth Life & Pensions Limited, Old Mutual Wealth Limited or to the Trustees of the Settlement named in section 1 above.

(1) Where this Loan is made by more than one Lender, the Loan shall be deemed to have been provided in equal shares and made jointly by the Lender(s) and the survivor of them after the death of the first to die.

(2) The terms of the Loan are as follows:

1. The Loan shall be free of interest.
2. The Loan or any part of the Loan shall be repayable on written demand by the Lender(s) to the Trustees.

(3) The Trustees acknowledge receipt of the cheque, or bank instruction letter for the electronic transfer, in respect of the Loan and agree to the terms of the Loan by signing this additional Loan Agreement.

(4) 1. The Trustees and any former trustees of this Trust are (without limiting their rights) entitled to discharge their obligations under or in connection with the Loan using Trust Property.

2. Following retirement, removal or replacement as a trustee of this Trust, no person is bound to release, assign or transfer Trust Property to the Trustees or any person unless any obligations of his under or in connection with the Loan are first discharged or extinguished or adequate security is given to him to secure their discharge.

3. In this clause 3:

(i) 'obligations' includes (without limitation) existing, contingent and future obligations; and

(ii) an obligation is (without limitation) in connection with the Loan if it is in connection with:

- the Loan; or
- a loan, agreement or obligation entered into by trustees of this Trust to secure the discharge or extinguishment of the obligations of a person who ceases, or has ceased, to be a trustee of this Trust, such obligation arising under or in connection with (a) the Loan or (b) any successor loan, agreement or obligation entered into by any trustee or former trustee of this Trust that ultimately replaces liability of the Trustees under the Loan or secures the discharge or extinguishment of the liability of the Trustees under the Loan or secures the discharge or extinguishment of the liability of another trustee or former trustee of this Trust under the Loan or such a successor loan, agreement or obligation.

## *Section 4 – Definitions*

In this Deed, unless the context otherwise provides, the masculine shall include the feminine and the singular the plural and vice versa and the following expressions shall have the meanings stated below:

'the Settlement' means the Settlement created by the Settlor(s) shown in section 2 on the date shown in section 2.

'the Trustees' means the persons named in section 1 or the Trustees of the Settlement for the time being.

## *Section 5 – Signatories*

IN WITNESS WHEREOF THE TRUSTEES and THE LENDER(S) have executed this agreement on the day and year first before written in the presence of the person shown below.

**Executed**
by the Trustees and the Lender(s)

**Lender**

Signature 1. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

**Lender**

Signature 2. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

**Trustee**

Signature 1. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

**Trustee**

Signature 2. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

**Trustee**

Signature 3. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

**Trustee**

Signature 4. Date D D M M Y Y Y Y

**Witness**

Signature Date D D M M Y Y Y Y

Full name of witness

Address

Postcode

Occupation

Reset

**www.quilterinternational.com**

*Calls may be monitored and recorded for training purposes and to avoid misunderstandings.*

*Quilter International Isle of Man Limited is registered in the Isle of Man under number 24916C.*
*Registered and Head Office: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.*
*Tel: +44 (0)1624 655 555 Fax: +44 (0)1624 611 715. Licensed by the Isle of Man Financial Services Authority.*

*All promotional material is approved by Old Mutual Wealth Limited. Old Mutual Wealth Limited is authorised and regulated by the Financial Conduct Authority. Financial Services register number 165359.*

*The rules made under the Financial Services and Markets Act 2000 (as amended) for the protection of retail clients in the UK do not apply.*

*Quilter International is registered in the Isle of Man as a business name of Quilter International Isle of Man Limited.*

*Quilter International Ireland dac is regulated by the Central Bank of Ireland. Registered No 309649. Administration Centre for correspondence: King Edward Bay House, King Edward Road, Onchan, Isle of Man, IM99 1NU, British Isles.*
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*Quilter International is registered in Ireland as a business name of Quilter International Ireland dac.*

**www.oldmutualwealth.co.uk**

*Please be aware that calls and electronic communications may be recorded for monitoring, regulatory and training purposes and records are available for at least five years.*

*Old Mutual Wealth is the trading name of Old Mutual Wealth Limited which provides an Individual Savings Account (ISA) and Collective Investment Account (CIA) and Old Mutual Wealth Life & Pensions Limited which provides a Collective Retirement Account (CRA) and Collective Investment Bond (CIB).*

*Old Mutual Wealth Limited and Old Mutual Wealth Life & Pensions Limited are registered in England and Wales under numbers 1680071 and 4163431 respectively. Registered Office at Old Mutual House, Portland Terrace, Southampton SO14 7EJ, United Kingdom. Old Mutual Wealth Limited is authorised and regulated by the Financial Conduct Authority. Old Mutual Wealth Life & Pensions Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Financial Services register numbers are 165359 and 207977 respectively. VAT number 386 1301 59.*

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