

Our Ref: MTC/202007060841
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123 Golden Lane
London EC1Y 0RT
020 7696 6932
mtc@mencaptrust.org.uk

www.mencaptrust.org.uk

Dear Website Visitor

by Download

ref.: Your Mencap Trust Company Information Pack

Thank you for requesting the Mencap Trust Company information pack – we hope you find it helpful.

Mencap Trust Company has been working with families since 1976. We are happy to walk you through how Mencap Trust Company operates, answer any questions you have about how our services can meet your aims and wishes for establishing a trust to benefit your loved one(s).

The enclosed information pack contains a specimen of the trust deed for your convenience. If you decide to set up a trust with us, you will need to complete and sign an original trust deed that will be provided in due course.

If you or your solicitor have any questions about the deed document or any of the forms, please do not hesitate to contact us by phone 020 7696 6932 or e-mail mtc@mencap.org.uk.

Please note, in order to process your requests and provide you with the relevant services, your details will be shared between Mencap Trust Company and the Royal Mencap Society Wills and Trusts services. Please be assured that your details will not be shared other third parties.

Thank you for considering Mencap Trust Company to be the Trustees of your trust.

Yours sincerely,

The Trust Administration Team
Mencap Trust Company Limited
mtc@mencaptrust.org.uk

Documents included in this pack

- Mencap Trust Company General Information
 - Annex 1 - KYC - Know Your Client Form
 - Annex 2 - Privacy Notice - Data Protection Form
 - Annex 3 - Letter of Wishes Notes and Template
 - Annex 4 - Draft Form of Bequest
 - Annex 5 - Sample of the standard discretionary trust deed
 - Annex 6 - Sample of the Disable Persons trust deed
- Mencap Trust Company Brochure
- Mencap Trust Company Leaflet

General Information pack

Part 1 – Information and frequently asked questions (pages 02 to 06)

Part 2 – Legal terms (page 07)

Part 3 – What to include in your Letter of Wishes (page 08)

Part 4 – 5 Steps to completing a Mencap Trust (pages 09 and 11)

Part 5 – Scale of charges (pages 12 and 13)

Part 1 - Information About The Mencap Trust Company Limited

1.1 What is Mencap Trust Company Limited?

Mencap Trust Company Limited is a company, which acts as Trustees of trusts for people with a learning disability and autism.

No formal diagnosis is needed for a person to qualify to use the Mencap Trust Company's services; parents set up trusts with us because they know their loved one would be made vulnerable if she/he was given a significant capital sum. Each fund is administered on an individual basis. The assets gifted to the trust are held in trust and administered by the Trustees for the benefit of the appointed beneficiary or beneficiaries.

The Mencap Trust Company office is in London and the trust team travel across England, Wales and Northern Ireland, visiting beneficiaries in their own homes.

1.2 Why use a Trust Company?

A person with a learning disability may be unable to deal with his or her own financial affairs. In such a case it is advisable to appoint Trustees to manage the assets you intend to leave to that person on your Will.

Anyone can act as a Trustee. Some parents choose to use professional Trustees, such as the Mencap Trust Company, rather than lay Trustees for the following reasons:

- they may not know anyone who would be able to take on such a long term commitment;
- they may not wish to burden family members or friends with such legal and financial responsibilities;
- Changing circumstances may result in lay Trustees being unable to take on the task through ill health, geographical location, or even premature death. A trust company is permanent;
- A professional trustee has the required experience in the matters which arise in the administration of a trust.

1.3 How does Mencap Trust Company work?

The Settlor will execute a Trust Deed with the Company, normally settling a minimum initial sum of £5.00 and appointing the Mencap Trust Company as the Trustees.

The Settlor will also insert a special clause into his/her Will which leaves a sum of money or a share **of the Settlor's estate to the Trustees** on trust set out in the Trust Deed. Draft wording is included in the Annex 4 of these notes.

It is possible that, except for the initial sum used to create the trust, money is not gifted to the trust until the Settlor dies and her/his Will becomes operative.

In the case of both parents executing the same trust deed, the operative date will usually be when the last of them dies, but this will depend upon their terms in their respective

Wills. When the estate is ready to be distributed, the money will be gifted over to the trust. At that point, the trust is considered activated.

We are increasingly finding that lifetime settlements **or gifts from other people's Wills** may be made **into the trust during the settlor's lifetime**. Information about lifetime settlements is included at 1.6 of these notes.

1.4 What is a Disabled Person's Trust?

Disabled Person's Trusts are **taxed at the qualifying Beneficiary's personal tax rates rather than at the higher trust tax rates**. Tax advantages may be outweighed by the disadvantages of the reduced flexibility of a fully discretionary trust.

A Disabled Persons Trust can also be established when recommended by your solicitor. If Settlers are considering this option, independent expert advice is essential. Mencap Trust Company will require a copy of the legal advice recommending this type of trust. A draft of our standard Disabled Persons Trust Deed is attached for your solicitor's consideration.

1.5 How much does a Mencap Trust cost?

The Mencap Trust Company is a company that does not aim to generate profits and our financial reports can be found on our website www.mencaptrust.org.uk. It simply seeks to cover its costs and our complete schedule of fees is set out in the Fee Schedule - Part 5 of these notes.

An initial one time charge of £460 for one Settlor, or £470 for two Settlers (inclusive of VAT) will be levied to cover compliance and setting up costs. We require that the trust receives an initial gift of at least £5. Therefore, a payment of £465 or £475, for one or two settlors respectively, shall be made to the trust company at the set-up time.

Once the trust is activated (i.e. a capital sum is gifted to the trust, either through a legacy or as a lifetime settlement) annual charges are due. These cover costs of administration and are on top of charges levied by third parties for investment management and tax accounting. There is also an additional charge when review visits are made.

Also note that our published schedule of fees is revised periodically without notice.

1.6 Should we gift some money to the Trust now?

Some Settlers choose to make lifetime settlements. It is an opportunity to see the Trustees in action, and allows parents to help their loved one to learn how to use the trust well.

The granting of probate can take months and the execution of the Will can take more than a year. By placing funds in trust during your lifetime you will ensure that the Trustees have resources to support the beneficiary straightaway.

We have seen how the death of a parent can end the way of life the beneficiary knew, particularly when living in the family home; and we know the difference we can make at this time.

Costs in respect of the trust can arise as soon as there are assets to be administered, and your solicitor can advise on other ways of providing cash for the period between death and granting of probate. You may wish to take advice regarding tax implications including inheritance tax.

Some Settlers make arrangements to look after the money themselves until the Will takes effect.

1.7 Know Your Client and anti-money laundering procedures

Anti-money laundering Regulations 2017 are a legal requirement for Mencap Trust Company to follow. All settlements accepted by the Mencap Trust Company must follow this procedure, which includes, but is not limited to, receiving proof of identity and address of the settlor(s) and beneficiary(ies), and making the registration with the HMRC of the **settlor's and the beneficiary's details**.

Prior to establishing a settlement, you will be asked to complete a Know Your Client - KYC form and provide certified proof of identity and proof of residential address. Further details will be sent when you confirm your intention to create the trust with Mencap Trust Company.

1.8 How will the money be invested?

The Trustees, following the advice received from the appointed investment managers, will invest the trust funds. Any income or capital gain will accrue to the individual trust fund concerned. Decisions as to the type of investment will vary according to the circumstances, e.g. the amount of money held, the frequency with which access is required, etc. A charge will be made to the trust fund for this professional advice (see Scale of charges).

1.9 How much money should I leave in Trust?

This will depend on your individual circumstances. Who else do you want to provide for, what do you need yourself and what do you think is an appropriate amount?

The Trustees will generally only act where there is at least £20,000 in the trust fund.

Grandparents, other relations and friends can make gifts to the trust set up by parents. Where a person other than a Settlor wishes to leave money to the trust, it should be noted that the donation should not be less than £20,000 unless the trust has already been activated.

Where trusts fall below £10,000 the Trustees will seek to distribute the capital on a shorter timescale rather than allow the trust fund to suffer deterioration through the charge of fees.

1.10 Can I cancel the arrangements with Mencap Trust Company?

Once the trust is created, it can only be terminated after all assets are fully distributed. The Trustees can also consider retiring and appointing a new trustee. This is a Trustees' decision.

Nonetheless, simply by changing your Will to not have a share of your estate transferred to the trust, has the practical effect of not activating the trust. This is your decision. You have established a trust and you have made the decision not to use it. Should you decide to follow this route, please let us know as soon as possible, so we can wind-up the trust properly.

Regrettably, we cannot refund the initial costs of setting up the trust.

1.11 How does Our House fit in?

Our House is a scheme run by Mencap Trust Company in partnership with Golden Lane Housing (GLH). GLH is an independent charity and a subsidiary of Royal Mencap Society.

Our House is a planned process, **which allows a Beneficiary's home** to be placed in trust through the trust company; it is then leased to GLH (who is contracted to manage and maintain the property).

Our House is one of three broad approaches we use to help secure housing for a Beneficiary. Please contact us if you intend to leave a property to the trust.

N.B. Trusts which include the Our House scheme require trust funds of at least £50,000 plus any other amount identified by GLH.

1.12 How will the Trust Funds be spent?

The Trustees have legal authority to pay the capital of the trust fund or the income earned on such capital to the persons named as beneficiaries in the trust deed at such times, in such amounts and in such manner as the Trustees deem fit. Obviously, each case will vary according to the particular circumstances of the beneficiary. Money may be used to pay for anything which benefits her/him, such as clothes, living expenses, holidays, outings, luxuries, hobbies, furniture, etc.

After the Settlor's lifetime, the Trustees are guided, but not bound by the Letter of Wishes.

After the **primary beneficiary's** demise, the balance remaining in the trust fund will be paid to the individual(s) and/or organisation named by the Settlor in clause 6 of the trust deed.

1.13 Will the Trustees **pay for the Beneficiary's funeral expenses?**

The Trustees can approve requests for funeral plans made by the beneficiary during their lifetime. However, the Trustees **may ask if the person's estate can pay for the funeral expenses** before making the decision.

1.14 Who will make sure that the needs of the Beneficiary are fully considered?

The Trustees rely on friends, relatives and professional or other carers to keep them informed. We also visit the Beneficiary and the important people in her/his life every 1 to 2 years once the trust is activated.

Please keep the Trustees updated about the important people who should be consulted (and let them know about the trust and how to contact the Mencap Trust Company).

Contact details of the people you trust who are involved in your loved one's life are often included in your Letter of Wishes, which can be updated at any time.

1.15 Review visits, and how the Trustees keep well informed about the Beneficiary

How the trust is being accessed, and how the Beneficiary is doing are carefully monitored by the Trustees once the trust is activated.

We will visit Beneficiaries in their own homes every 1 to 2 years depending on the value of the trust, and on changing circumstances that might have a significant impact on the Beneficiary. We are proactive and are also available by phone, e-mail and letter.

The review visit is at the heart of our work. It is a structured but informal meeting which aims to build strong relationships, encourage use of the trust fund, and ensure that the Trustees know how we expect the trust fund to be used.

As Beneficiaries get older they can become frailer and their needs change. Part of our relationship with the Beneficiary and the important people in their lives is to confirm that reassessments are made when they are needed.

1.16 What happens to funds left in the trust when the Beneficiary passes?

The funds held in trust are used, at the discretion of the Trustees, to help the primary beneficiary throughout their life. The Trustees can use income or capital at their discretion.

When the beneficiary passes there will often be some funds in the trust. The trust deed has provisions to instruct the Trustees who should receive these funds (please refer to the Clause 6 of the Mencap Trust Company standard deed). At such time, the trust is terminated.

Part 2 - Our Definitions and Some Legal Terms

Beneficiary	The person with a learning disability for whose benefit the money in the trust fund is to be applied.
Bequeath	To leave money or property (other than land) to someone in a Will.
Bequest	A gift of money or personal property made in someone's will.
Estate	A person's estate is the total value of all the assets they own on their death, less any debts and liabilities.
Execute	To sign a document in a way required by law (for example, in the presence of a witness).
Letter of Wishes	A personal letter left with your Trustees; it is morally rather than legally binding.
Settlor	The person (parent, grandparent or other) who is leaving money on trust for the Beneficiary(ies).
Trustee(s)	A person or corporate body appointed to hold property upon trust for another. Trustees have a duty to act in good faith, which means they cannot enrich themselves at the expense of their beneficiaries.
Trust Deed/Deed of Settlement	The document which regulates the way in which the trust will be administered, setting out the powers and duties of the Trustee(s) and directing to whom the trust fund may be paid to.
Trust Fund	The assets (money and property) left to the Beneficiary(ies) and any accrued interest.
Distribution of Capital	During the primary beneficiary's lifetime the Trustees' focus is on using trust assets to help them in the best way. When the beneficiary passes, the trust is wound up and the capital is distributed in accordance with the settlor's instructions in the trust deed.

Part 3 – What to Include in Your Letter of Wishes

Your Letter of Wishes is your opportunity to tell the Trustees how you would like the trust to be used. It is a private and confidential letter and, while it is not legally binding on the Trustees it is very influential. The Letter of Wishes can be updated by you at any time and at no cost.

Your child may develop new interests and friendships over the years, and your ideas about how the trust can make a difference may change too. Your updated letter keeps the Trustees well informed, so we are better equipped to make good decisions when you are no longer around.

Here is a checklist of contents you may want to include in your letter. It does not have to be perfect first time. You can keep adding to it or changing it over the years.

1. You are free to leave any guidelines you wish to the Trustees; please remember that you can advise them as to what you wish for them to do and not to do. Issues to consider include:
 - What does your son or daughter like to be called?
 - **Give a summary of your son or daughter’s medical condition**
 - What you would like the Trustees to spend money on? Such as holidays, clothing, equipment, hobbies, going out etc.
 - What does your son or daughter like and dislike?
 - What you would like the Trustees not to spend money on?
 - Would you like the Trustees to consider payment towards funeral expenses?
 - How often would you like the Trustees to visit your son or daughter and the important people in their life? For example, every year or 2 years?
 - Include details of family and friends whom we need to contact when the trust is up and running.
 - **Include details of your son or daughter’s communication needs (i.e. Guidance about best way to communicate with him/her).**
2. Please sign your name, print your name and date the letter at the end.
3. Please review your Letter of Wishes every few years, or as/when your family circumstances change – and send us your updated letter.
4. **If you need more space than our “form” allows, or if you have your own letter already written, please write/type your Letter of Wishes up on a separate sheet and sign.**

Part 4 - How Do I Register With The Mencap Trust Company Limited?

1. Settlor's Documents

The following verification of identity documents is required. Please tick beside each relevant requirement to confirm that you have enclosed the document.

- an original certified copy of your current passport or other government issued Identity Card that has a photo, signature and date of birth (unless you have already provided a copy of the same to the Mencap Trust Company)
- confirmation of residential address which may comprise any two of the following:
 - the original or an original certified copy of a recent utility bill* giving proof of your residential address and dated within the last 3 months
 - the original or an original certified copy of a bank** statement, giving proof of your residential address and dated within the last 3 months
 - an original certified copy of official correspondence, such as a tax assessment or population register extract, dated within the last 12 months

* Two bills for different utilities may be provided; both must show the same residential address details. Please note that the residential address details are required. Post Office Box numbers only are not acceptable.

** If your bank is not within the United Kingdom, we may require alternative references and verification. If you are in any doubt, please contact the Mencap Trust Company.

2. Trust related documents

Complete and sign the trust deed provided – please note the trust cannot be created in your Will. Please do not date the trust deed.

- the completed trust deed (undated at this stage)
- a copy of your draft Will
- completed Know Your Client form
- Privacy Notice (Data Protection Form)
- The set-up fee is payable to **“Mencap Trust Company Limited”** and can be made by electronic bank transfer (preferably) or cheque. We will provide the transfer details upon review of the trust documents.

Documentation requirements:

- Please read this section carefully and provide all the documentation that is requested. This documentation is required to meet our local regulations and if any of it is incomplete or missing, we may not be able to provide our services or establish a business relationship with you.
- Where we have asked for a certified copy of a document it must be certified in **English as a “true copy of the original”**. **Copies of identity documents which include a photograph must be certified in English, with the exact wording “Certified as a true copy and likeness” by one of:**
 - a director, officer, or manager of a regulated financial services business within the UK or in a jurisdiction with equivalent anti-money laundering legislation to the United Kingdom
 - a solicitor or an accountant who is a member of a recognised professional body within the UK or in a jurisdiction with equivalent anti-money laundering legislation to the United Kingdom
 - an embassy, consulate or high commission of the country of issue of documentary evidence of identity
 - an actuary or notary public who is a member of a recognised professional body
 - a member of the judiciary, a senior civil servant, or a serving police or customs officer.

Important Note:

A person certifying a copy of a document must print their full name, sign and date the declaration and apply an official stamp where available. Copies must be clear in English or suitably translated and all details must be legible. All pages containing information, including the photograph page of any identity document, must be copied and certified in this way.

* If the certification is obtained from a jurisdiction that does not have equivalent anti-money laundering legislation to that of the United Kingdom, we may require alternative references and verification. If you are in any doubt, please contact the Mencap Trust Company.

- The initial one time set-up fee cannot be refunded at a later date, as they cover the cost of registration and setting up the trust.
- It is essential that the Settlers keep us informed of changes to their address. It is also extremely important that we are informed of the addresses of Beneficiaries, changes to Will(s), etc.

- To keep charges to a minimum, the Mencap Trust Company cannot act jointly with other Trustees and can only operate on its standard forms of trust deed (the standard discretionary trust or the discretionary Disabled Person's trust). If you do not have the necessary form, please contact us at the address on item 3 below. The Trustees can only register trusts where its standard forms are used.
 - Parents and other family members can be joint Settlers and use the same deed.
3. Please send all the document copies, the completed trust deed and forms to the attention of:

A/C The Trustees
Mencap Trust Company Limited
123 Golden Lane
London EC1Y 0RT

4. We will register you and review the documents sent prior to the execution of the trust deed. We will also confirm the date of the Deed to be inserted in your standard bequest to the trust so that your Will(s) can be signed. We will send you a copy of the executed trust deed in due course.
5. See your solicitor about making or changing your Will.

You must include in your new Will a gift to the trust you have set up with the Mencap Trust Company for your child. This can either be a share of your estate or a specific amount of money (over £20,000).

You will be giving the money to the trust company as trustee of the trust for your child.

Please see the Annex 4 for the recommended wording.

6. Please send us a copy of your executed Will showing provisions to the trust.

If you have questions about the standard Mencap Trust Company deeds, Our House scheme (for bringing the family home in to trust), Housing Options or about our services please email us at mtc@mencaptrust.org.uk or call 020 7696 6932 to speak to a member of the trust team.

Part 5 - Trust Administration Annual Fee Schedule

(All fees are subject to the addition of VAT at the rate in force when the fees become due)

Set-up Fee – payable when the Trust Fund is set up

The total payment to set up a trust is £465 for one Settlor, or £475 for two Settlers (inclusive of VAT) It encompasses a one-off charge for supplying the settlement deed, processing the application, regulatory compliance and all required correspondence plus the minimum initial settled sum of £5.00.

Acceptance and Activation Fee – payable when a capital sum is paid into the trust fund

One-off charge for accepting the first settlement into the trust fund - activation of the trust - of £460.00 including VAT per trust. Further settlements do not attract any further acceptance fee.

Trust Management Fee

Annual charges are up to 1.5% (plus VAT) of the value of the funds held at the time of calculation, such charges being calculated and collected quarterly based on the fund value at that time. The fee covers the day-to-day administration and governance of the trust fund. It covers all routine communications with Beneficiaries as well as their carers and supporters.

The standard 1.5% trust management fee is adjusted depending on the scale of individual trust funds.

Total amount of assets under the trust up to £500,000	Charge 1.5%
Over £500,000	0.5% for funds in excess of £500,000 (with 1.5% for the first £500,000)
Over £750,000	0.5% for funds in excess of £500,000 (with 1.5% for the first £500,000) 0.25% funds in excess of £750,000

A minimum annual fee of £240 applies at all times and a separate fee schedule and process exists where physical property is to be gifted to the trust. If you are considering placing a property into trust please contact us to discuss this.

Trust Review Fee

A £180 fee + VAT per review. Visits are typically every 1 to 2 years.

The trust review involves a meeting to create, maintain and develop the relationship between the Trustees and the Beneficiary. The review seeks to keep the Trustees informed **of the beneficiary's circumstances and needs so that trust funds are prioritised to make the maximum impact on their life. The review also seeks to ensure that the beneficiary's carers and key supporters are aware of the trust and how to contact the Trustees.**

The Trustees will use its discretion in determining the frequency of reviews. Where parents have made lifetime settlements we will agree with them the schedule of visits.

Unusual Work Fee

A £20.00 per hour + VAT charge for any work relating to an individual trust outside of the standard charges. This would include attending specific beneficiary meetings outside of the standard reviews.

Termination of the Trust (final distribution)

This fee is based on the value of funds paid out, or transferred, payable on any distribution of capital or upon termination of our duties to reflect the additional work involved (this usually applies when the trust is wound-up).

The fee is 1.0% of the market value of funds where distributed sums are to one party. Also, there is a 0.2% incremental charge per additional party up to a maximum charge of 2.0%.

Third Party Fees

- Taxation work

The cost of preparing individual trust tax returns is charged separately to each fund. The cost is the amount charged by the external service provider. The contract for tax returns is reviewed tri-annually.

The annual tax return fee is 0.5% of the trust value (min charge £110 - max charge £800) plus VAT

Where the value of the trust is above the Inheritance Tax threshold there will be an additional charge every 10 years where inheritance tax is payable. (£750 plus VAT)

A final tax calculation is due when the trust is finally distributed to the residuary beneficiary(ies). The tax work fee is 0.6% of the final trust fund value subject to a minimum charge of £350 and a maximum charge of £2,500 plus VAT

- Investment Managers fees

Investment Managers' fees are also charged separately to each fund, and are **currently 1% + VAT per annum of the invested assets' market value and is payable quarterly in arrears.**

No additional transaction charges are made.

- Base date: FY 2020-2021

The above scale of charges can be reviewed at any time without notice.

Annex 1 - KYC - Know Your Client Form

For completion by Settlor(s) of Mencap Trust Company Limited Deeds

NB: Please complete both sides of this form and return to Mencap Trust Company Limited (to enable us to administer the trust, it is important that we have as much information as possible).

SETTLOR (Your details - if more than one settlor, please use a new form)

Mr Mrs Miss Full name

Address

Street

Town

Post code

Country of residence

Tel

Mobile

Email

Country of Birth

Country of Citizenship (if different)

Date of birth

National Insurance Number

Relationship to Beneficiary

PRIMARY BENEFICIARY (Who will benefit from this trust)

Full name

Address

Street

Town

Post code

County

Tel

Mobile

National Insurance Number

Country of Birth

Country of Citizenship (if different)

Date of Birth

Male

Female

Type of Residence (Please tick)

Local Authority home

Mencap managed home

Golden Lane Housing home

Private Provider

Housing Association

Other not for profit provider

Independent Living

Semi-independent living

Parental home

Other (Specify)

Is the beneficiary receiving Mencap support Yes No (If yes please give details below)

Name and Telephone Number of Social Worker/Care Centre (If applicable)

Annex 2 - Privacy Notice - Data Protection Form

The Mencap Trust Company Privacy Notice

We are committed to respecting your privacy and protecting your personal information. We take your privacy seriously and will only use your personal information to administer the trust service or share information which may be relevant.

This privacy notice should be read together with our Privacy Notice, which can be found at our website at <https://www.mencaptrust.org.uk/mencap-trust-our-privacy-notice>.

We reserve the right to make changes to this privacy notice at any time.

Who are we?

We are Mencap Trust Company Limited (registered company in England and Wales n° 01233201). The registered office address is 123 Golden Lane, London EC1Y 0RT. The Mencap Trust Company is an independent, not-for-profit, trust services provider and a subsidiary company of Royal Mencap Society.

The Mencap Trust Company Limited is registered as a data controller with the Information **Commissioner's Office under the Data Protection Act 1998** and our registration number is Z8460233.

Within the context of this privacy notice, 'we', 'us' or 'our' refers to Mencap Trust Company Limited.

Where we collect your personal information from

You have the right to be informed about the collection and use of your personal information. We collect and process a range of information either directly from you or indirectly and it is securely stored in our servers in the UK. If information is collected indirectly, it will have been provided to us by the settlor of a trust. This includes but is not exhaustive, your name address and contact details.

How we use your personal information

Personal information means any information that be used to identify you, such as you name, title, telephone number, email address or mailing address.

We may process your personal information for our legitimate business needs. We collect your personal information because we need it to help us fulfil your requests, keep in touch with you, and offer you communications that are relevant to you. We also use it for the purpose of administering the trust.

Any information collected in regards to a trust is kept for a period of up to 12 years after the termination of the said trust. Should you not engaging business with us, your information will deleted within five years from your last contact.

When we share your personal information

We will not sell or rent your personal information to third parties for the purposes of marketing.

Annex 2 - Privacy Notice - Data Protection Form

We may share your personal information with other Royal Mencap Society departments, or their subsidiary companies like the Mencap Visiting Service or Golden Lane Housing in order to provide you with details of other services, information, or fundraising, which may be of relevance or interest.

If information is shared, it is done on basis of Legitimate Interest and you have the non-absolute right to suspend its processing and the right of accessing copies of the information held.

Further information or queries

If you have any questions or would like any further information, please contact our Data Protection Officer, Mrs. Aurelie Stutz by email at dpo@mencap.org.uk or by post:

Data Protection Officer
123 Golden Lane
London EC1Y 0RT

You can also complain to the ICO if you are unhappy with how we have used your data.

Information Commissioner's Office

Wycliffe House, Water Lane
Wilmslow, Cheshire
SK9 5AF
Helpline number: 0303 123 1113

Your consent

If you consent to us passing on your details for the purpose outlined, please tick to confirm. If you are signing on behalf of an individual, please ensure that this is marked clearly:

I/We agree

Signed _____

Signed _____

Name _____
(capitals)

Name _____
(capitals)

Signing on behalf of

Signing on behalf of

Date _____

Date _____

Annex 3 - Letter of Wishes: Notes and Template

Notes to complete your Letter of Wishes:

1. You must remember that this letter is only an expression of your wishes to the Trustees and it is rather morally than legally binding. It is also a private and confidential document. However, if you do not make the Trustees aware of any wishes that you may have about how the trust should operate after you die, then their decisions will be taken from their view of what is in the best interest of the beneficiary.
2. We suggest you **complete the first line with “my son”, “my daughter”** or another relevant expression and include their name.
3. You are free to leave any guidelines you wish to the Trustees; please remember that you can advise them as to what you wish for them to do and not to do. Issues to consider include:
 - a. **A short summary of your loved one’s medical condition**
 - b. What you would like the Trustees to spend money on (such as holidays, clothing, equipment, hobbies, going out etc.)? What the beneficiary likes and dislikes?
 - c. What you would like the Trustees not to spend money on?
 - d. For instance, tell the Trustees you would like them to make payment towards the **Primary Beneficiary’s funeral expenses**.
 - e. How often would you like the Trustees to carry out a review on the Primary Beneficiary. e.g. every 2 years or every 3 years.
 - f. Details of family and friends whom we need to contact when the trust is activated.
 - g. Details of the Primary Beneficiary’s **communication needs (i.e. guidance about best way to communicate with him/her)**.
4. Please print and sign your name, date the letter at the end and then return to us.
5. Please review your Letter of Wishes periodically or as/when your family circumstances change – and send us an updated letter in due course.
6. If you do not wish to complete this letter as we have prepared, or need more space, you are free to write/type this Letter of Wishes up on a separate sheet and sign it.

Annex 3 - Letter of Wishes: Notes and Template

LETTER OF WISHES

To: The Mencap Trust Company Limited as Trustees of the Trust _____

I / We have set up a trust for the benefit of the _____

I appreciate that I cannot fetter your discretion in any way but I set out below the guidelines, which I would wish you to adopt in exercising your discretion.

If I change my mind in the future I shall let you have an amended Letter of Wishes.

Signature _____ Date _____

Print name _____

Annex 4 - Draft Form of Bequest

PLEASE TAKE THIS TO YOUR LEGAL ADVISOR

Draft form of bequest (To be included in your Will – please hand this to your solicitor when preparing your Will instructions and amend/delete as appropriate)

I give to MENCAP TRUST COMPANY LIMITED [all / a share of the residue of my estate] [the sum of £ _____] to be held by them upon the trusts and with and subject to the powers and provisions (so far as they are subsisting and capable of taking effect) declared and contained in a TRUST DEED dated the _____ day of _____ 20____ and between:

(1) [names of Settlor(s)]

and

(2) MENCAP TRUST COMPANY LIMITED and I declare that THE RECEIPT OF THE Company Secretary or other duly authorised officer for this gift shall be a good discharge to my Executors/Trustees.

Dated _____ 20____

AND
MENCAP TRUST COMPANY LIMITED

DEED OF
SETTLEMENT

Annex 5 - Specimen of standard discretionary trust deed

THIS TRUST DEED is made on the _____ day of _____ 20_____ [1]

Between:

(1) _____ [2]
(called "the Settlor(s)") and

(2) MENCAP TRUST COMPANY LIMITED whose registered office is at 123 Golden Lane EC1Y 0RT
(called "the Trustees" which shall include the trustee(s) for the time being of this Trust)

WHEREAS the Settlor(s) has/have paid Five Pounds to the Trustees to hold upon the trusts of this Deed

NOW THIS DEED WITNESSES as follows:

Definitions

1. In this Deed the following expressions shall have the following meanings:

(a) "the Trust Fund" shall mean the said sum of Five Pounds and all other money and assets paid or transferred to the Trustees by the Settlor(s) or by any other person(s) by way of further settlement and all other additions and accretions to the Trust Fund and the money and assets from time to time representing the same

(b) "the Beneficiaries" shall mean:

(i) _____ [3]

Who was born on day _____ month _____ year _____ [4]
(called "the Primary Beneficiary"); and

(ii) all charities whose objects include the assistance of persons with a learning disability (including Royal Mencap Society (Mencap))

Trust For Sale

2. The Trustees shall hold all assets other than money in the Trust Fund upon trust for sale but with power in their absolute discretion to postpone any sale for so long as they think fit without liability for loss and shall hold the proceeds of sale and all other money in the Trust Fund upon trust to invest the same in any of the investments hereby or by law authorised and shall have power in their absolute discretion from time to time to transpose such investments for others of a like nature

Power of Appointment

3. The Trustees shall hold the Trust Fund and the income thereof upon such trusts whatsoever with and subject to such powers and provisions whatsoever and by whomsoever exercisable in favour or for the benefit of all or any one or more of the Beneficiaries as the Trustees may at any time or times during the lifetime of the Primary Beneficiary in their absolute discretion by any deed or deeds revocable during the lifetime of the Primary Beneficiary or irrevocable appoint Provided always that no exercise of this power shall invalidate any prior payment or application of the Trust Fund or the income thereof Provided also that all beneficial interests appointed and all powers conferred by any such appointment shall vest and be exercised (if at all) during the period of one hundred and twenty five years from the date of this Deed

Annex 5 - Specimen of standard discretionary trust deed

4. In default of and until and subject to any appointment under Clause 3 above the Trustees shall during the lifetime of the Primary Beneficiary pay or apply the income of the Trust Fund to or for the benefit in any manner of all or any one or more of the Beneficiaries for the time being in existence Provided that the Trustees shall have the power instead of paying or applying the income as aforesaid to accumulate all or any of the same as an accretion to the capital of the Trust Fund

Power over capital

5. In default of and subject to any appointment under Clause 3 above the Trustees shall during the lifetime of the Primary Beneficiary have power to pay or apply the whole or any part of the capital of the Trust Fund to or for the benefit in any manner of all or any one or more of the Beneficiaries for the time being in existence And the Trustees shall also have power to apply all or any part of the capital of the Trust Fund in paying the funeral expenses of the Primary Beneficiary

Trust on death of Primary Beneficiary

6. In default of and subject to any appointment under Clause 3 above and to any payment or application under Clause 5 above the Trustees shall hold the Trust Fund and the income thereof following the death of the Primary Beneficiary upon trust for such of the following persons as shall then be in existence and if more than one in equal shares:

[5]

Ultimate default trusts

7. In default of and subject to the foregoing trusts and powers the Trustees shall hold the Trust Fund and the income thereof upon trust for Royal Mencap Society (Mencap) absolutely

Trustees' powers

8. The Trustees shall in addition to all other powers vested in them by law have the following powers exercisable in their absolute discretion:
- (a) power to invest in the acquisition by purchase or otherwise or upon the security of any assets of whatever nature and wherever situated and whether producing income or not and whether involving liabilities or not as the Trustees shall think fit including assets with a view to their enjoyment in kind by any person beneficially interested
 - (b) power to engage the services of investment managers and to delegate their powers of investment to such managers on such terms as they think fit
 - (c) power to allow all or any of the Trust Fund to be in the name of any of the Trustees or any other person(s) as nominee(s) of the Trustees
 - (d) power to appoint new or additional Trustees of this Trust
 - (e) power to give indemnities warranties covenants and enter into any contract with any person(s) (including a former Trustee hereof)
 - (f) power exercisable by a Trustee which is a body corporate to exercise all or any of the powers and discretions hereby or by law conferred upon it through its officers and employees
 - (g) power to release or restrict the future exercise of any of the powers conferred upon the Trustees (including so as to bind their successors)
 - (h) power to allot partition or apportion any assets in the Trust Fund in or towards satisfaction of any share or interest of any person(s) in the Trust Fund or the income thereof without needing any consents in such manner as the Trustees shall consider just according to the respective rights of the person(s) interested
 - (i) all other administrative powers relating to the Trust Fund and the income thereof which would be exercisable by an absolute beneficial owner

Trustees' remuneration and expenses

- 9. (a) Any of the Trustees (not being a body corporate) carrying on a profession or business shall be entitled to charge and be paid all professional or other reasonable and proper charges for any business done or services rendered or time spent by him or any partner of his in connection with this Settlement whether or not within the usual scope of his profession or business and whether or not of a nature requiring the employment of a professional or business person
- (b) Any of the Trustees (being a body corporate) shall be entitled to charge and be paid for acting as Trustee in accordance with its published terms for the time being in force
- (c) The Trustees shall be entitled to reimbursement of their reasonable and proper expenses incurred in connection with this Settlement including expenses incurred in bona fide transaction with any firm, business, body corporate or person in any way associated to or connected with the Trustees and any such associated or connected party shall be entitled to retain any profit received obtained or made by it in connection with any transaction

Exclusion of Settlor

- 10. (a) Notwithstanding any of the provisions of this Deed no part of the capital or income of the Trust Fund shall be applied during the lifetime of the Settlor for the benefit of the Settlor or the wife/husband of the Settlor
- (b) If there shall be more than one Settlor sub-clause (a) above shall apply to each Settlor in relation to the capital or income originating from that Settlor

IN WITNESS whereof the Settlor(s) has/have set his/her/their hand(s) and the Mencap Trust Company Limited has caused its common seal to be affixed the day and year first above written

Signed and delivered as a deed by the Settlor(s):

[6]

In the presence of a witness:

Signature _____ [7]

Name _____

Address _____

Occupation _____

The common seal of Mencap Trust Company Limited was affixed in the presence of:

Signature _____

Trustee / Company Secretary

Annex 6 - Specimen of Disable Persons trust deed

[1] THIS TRUST DEED is made on the _____ day of _____ 20 ____

[2] Between

(1) _____

(**“the Settlor(s)”**); and

(2) MENCAP TRUST COMPANY LIMITED whose register office is at 123 Golden Lane, London, EC1Y 0RT (**“the Trustees”**)

WHEREAS the Settlor(s) has/have paid Five Pounds to the Trustees to hold upon trusts of this Deed and further money, investments or other property may be paid or transferred to the Trustees by way of addition.

OPERATIVE PROVISIONS

1 Definitions and construction

In this Deed, where the context admits, the following definitions and rules of construction shall apply.

(a) **“The Trust Fund” shall mean:**

- (i) The said sum of Five Pounds;
- (ii) All money, investments or other property paid or transferred by any person to, or so as to be under the control of, and, in either case, accepted by the Trustees as additions;
- (iii) All accumulations (if any) of income added to the Trust Fund; and
- (iv) The money, investments and property from time to time representing the above.

(b) **“The Trust Period” shall mean the period ending on the last day of the period of 125 years from the date of this Deed.**

[3] (c) **“The Principal Beneficiary” shall mean** _____

[4] who was born on day _____ month _____ Year _____

(d) **“The Discretionary Beneficiaries” shall mean**

[5] (i) _____; and

(ii) Charities

(e) **“Beneficiary”** shall mean the Principal Beneficiary, any Discretionary Beneficiary or any person or charity actually or prospectively entitled to any share or interest in the capital income of the Trust Fund.

(f) **“the Specified Amount” shall mean an amount which does not exceed the annual limit defined in section 89(3A) of the Inheritance Tax Act 1984.**

(g) **“Charities”** shall mean any Entity established only for purposes regarded as charitable under the law of England BUT limited to those charities whose objects include the assistance of persons with a learning disability and including Royal Mencap Society, registered charity number: 222377 (**“Mencap”**).

(h) **“Entity”** shall mean any company, partnership, trust, foundation, establishment, association or other body established or resident in any part of the world and whether or not it has separate legal personality and/or corporate identity.

(i) The expression **“the Trustees”** shall include the trustees for the time being of this Trust.

(j) Words denoting the singular shall include the plural and vice versa.

(k) Words denoting any gender shall include both the other genders.

(l) References to any statutory provision shall include any statutory modification to or re-enactment of such provision.

(m) Clause headings are included for reference only and shall not affect the interpretation of this Deed.

Annex 6 - Specimen of Disable Persons trust deed

- 2 Power to receive additional property
The Trustees may, at any time during the Trust Period, accept additional money, investments or other property, of whatever nature and whatever situate, paid or transferred to them by the Settlor(s) or any other person. Such additional money, investments or other property shall, subject to any contrary direction, be held upon the trusts and with and subject to the powers and provisions of the Deed.
- 3 Trusts during the lifetime of the Principal Beneficiary
The provisions of this clause shall apply during the Trust Period while the Principal Beneficiary is living.
- (a) The Trustees shall pay or apply the income of the Trust Fund to the Principal Beneficiary or for his/her benefit in such manner generally as the trustees shall in their discretion from time to time think fit.
 - (b) Notwithstanding the provisions of the sub-clause (a), the Trustees may in their discretion accumulate the income by investing it in any investments authorised by this Deed or by law and, subject to sub-clause (c), shall hold such accumulations as an accretion to capital.
 - (c) The Trustees may apply the whole or any part of the income accumulated under sub-clause (b) as if it were income arising in the then current year.
 - (d) Notwithstanding the provisions of sub-clauses (a) to (c), the Trustees may pay or apply the whole or any part of the Trust Fund to the Principal Beneficiary or **for the Principal Beneficiary's advancement or otherwise for the Principal Beneficiary's benefit in such manner** as the Trustees shall in their discretion think fit. In exercising the powers conferred by this sub-clause, the Trustees shall be entitled to have regard solely to the interests of the Principal Beneficiary and to disregard all the other interest or potential interest in the Trust Fund.
 - (e) Notwithstanding the provisions of sub-clauses (a) to (d), the Trustees may, in any period of 12 months that begins on 6 April, pay or apply to or for the advancement or otherwise for the benefit of any of the Discretionary Beneficiaries an amount of income and/or capital of the Trust Fund not exceeding the Specified Amount
- 4 Trusts after the death of the Principal Beneficiary
This clause shall apply during the Trust Period after the death of the Principal Beneficiary.
- (a) The Trustees may apply all or any part of the capital of the Trust Fund in paying the funeral expenses of the Principal Beneficiary.
 - (b) In default of and subject to any payment or application made under Clauses 3 or 4(a) above, the Trustees shall hold the Trust Fund and the income thereof after the death of the Principal Beneficiary upon trust for such of the following persons as shall then be in existence and if more than one in equal shares:

[6]

- 5 Ultimate default trusts
In default of and subject to the foregoing trust and powers the Trustees shall hold the capital and income of the Trust Fund upon trust for Mencap absolutely.

- 6 Power of Maintenance
The statutory powers to pay or apply income for maintenance, education or benefit shall apply.
- 7 Power of advancement
The statutory provisions for advancement shall apply.
- 8 **Trustees' powers**
The Trustees shall in addition to all other powers vested in them by law have the following powers exercisable in the absolute discretion:
- (a) Power to invest in the acquisition by purchase or otherwise or upon the security of any assets of whatever nature and whatever situated and whether producing income or not and whether involving liabilities or not as the Trustees shall think fit including assets with a view to their enjoyment in kind by any person beneficially interested.
 - (b) Power to engage the services of investment managers and to delegate their powers of investment to such managers on such terms as they think fit.
 - (c) Power to allow all or any of the Trust Fund to be in the name of any of the Trustees or any other person(s) as nominee(s) of the Trustees.
 - (d) Power to appoint new or additional Trustees of this Trust.
 - (e) Power to give indemnities warranties covenants and enter into any contract with any person(s) (including a former Trustee hereof).
 - (f) Power exercisable by the Trustee which is a body corporate to exercise all or any of the powers and discretions hereby or by law conferred upon it through its officers and employees.
 - (g) Power to release or restrict the future exercise of any of the powers conferred upon the Trustees (including so as to bind their successors).
 - (h) Power to allot partition or apportion any assets in the Trust Fund in or towards satisfaction of any share or interest of any person(s) interested.
 - (i) Power to pay or transfer any assets comprised in, or any income of, the Trust Fund to the person who purports to be the treasurer or the other appropriate officer of any Charity which is entitled to such assets or income, and receipt of such person shall be a full discharge to the Trustees.
 - (j) All other administrative powers relating to the Trust Fund and the income thereof which would be exercisable by an absolute beneficial owner.
- Provided that no power conferred on the trustees shall be exercised so as to conflict with the beneficial provisions of this Deed and the powers conferred on the Trustees shall be exercisable only during the Trust Period and subject to the application (if any) of the rule against perpetuities.
- 9 **General Restrictions**
- (a) No discretion or power conferred on the Trustees or any other person by this Deed or by law shall be exercised, and no provision of this Deed shall operate, directly or indirectly so as to prevent the application of section 89 of the Inheritance Tax Act 1984, paragraph 1 of Schedule 1 to the Taxation of Chargeable Gains Act 1992 and sections 23 to 45 of the Finance Act 2005 to these trusts during the lifetime of the Principal Beneficiary.
 - (b) The prohibition contained in this clause shall apply notwithstanding anything else contained or implied in this Deed.
- 10 **Trustees' remuneration and expenses**
- (a) Any of the Trustees (not being a body corporate) carrying on a profession or business shall be entitled to charge and be paid all professional or other reasonable and proper charges for any business done or services rendered or time spent by him or any part of his connection with this Settlement whether

