

# Deed to waive a loan

### How to fill out this form

Please use black ink and CAPITAL LETTERS or tick  as necessary.

Any corrections must be initialled; do not use correction fluid as this will invalidate your application.

Insert the date of this Deed.

Insert the name and address of the first (or only) Settlor, as applicable.

Insert the name and address of the additional Settlor, if applicable.

## About this form

Prudential International Assurance plc, UK Branch can't accept responsibility for the use of this draft form as its suitability depends upon each investor's own individual, separate circumstances. Before considering the use of any part of this form, the investor(s) should discuss matters with their legal adviser(s).

Information and references to law, legislation and tax treatment in this document and any accompanying brochure or other literature are based on Prudential International's understanding of current law and legislation and HM Revenue & Customs practice. All of these are liable to change without notice and are likely to change in future. Any tax reliefs referred to are those currently available and may be subject to change and can depend on individual circumstances. Every care has been taken as to accuracy, but it must be appreciated that Prudential International and their representatives can't accept responsibility for loss, however caused, suffered by any person who has acted or refrained from acting as a result of any accompanying material published in or in conjunction with this trust instrument or from the use of the draft trust instrument itself. Full terms and conditions are available on request from Prudential International Assurance plc, UK Branch or contact your Financial Adviser for more details.

## Date and parties

This Deed is made on the  day of  2 0 Y Y

between

Signature

Address

  
  
 Postcode

Leave below blank if there is only one Settlor

Signed as a Deed by the Settlor named below (if there are two Settlers):

Signature

Address

  
  
 Postcode

## Date and parties – continued

Insert the name and address of the first (or only) Additional Trustee, as applicable.

Signature

Name

Address

  

Postcode

Leave below blank if there is only one Additional Trustee

Signed as a Deed by the Additional Trustee named below (if there are two Additional Trustees):

Signature

Name

Address

  

Postcode

Insert the name and address of the additional Settlor, if applicable.

## Whereas

- The Settlor(s) declared a trust dated  ("the Trust") and lent the Trustees(s) the sum of  in terms of a Loan Agreement dated ("the Loan").
- The Settlor(s) in accordance with the terms of the Loan Agreement can at any time demand repayment of the whole or any part of the outstanding loan.
- The Settlor(s) wishes/wish to irrevocably waive his/her/their right to repayment of the sum of

## Now therefore the parties hereto agree

- The Settlor(s) hereby irrevocably waives his/her/their right to repayment of
- The Trustee(s) acknowledge the Settlor(s) waiving of  and will treat that sum as an absolute gift to be held by them from the date hereof under the terms of the Trust.

In witness whereof the parties have executed this document on

as follows:

**Signed and delivered as a deed**

by the above-named Settlor

In the presence of

The first (or only) Settlor should sign here and print his/her full name(s).

The signature should be witnessed here.

## Now therefore the parties hereto agree

The additional Settlor should sign here and print his/her full name(s).

Signed and delivered as a deed (if there are two Settlers)

by the above-named (the Trustee)

In the presence of

The additional Settlor's signature should be witnessed here.

All Additional Trustees mentioned above **must** sign this Deed and print their full names. Each signature **must** be witnessed.

Signed and delivered as a deed

by the above-named (the Trustee)

In the presence of

Signed and delivered as a deed

by the above-named (the Trustee)

In the presence of

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This details how and why we use your personal information (including any sensitive personal information), who we may share it with and your rights around your personal information. Alternatively, you can request a copy to be sent to you by writing to **The Data Protection Officer, Customer Service Centre, Lancing BN15 8GB**.

Please note that we collect personal information from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately if you don't provide all of the information we require this may mean we are unable to provide our products and services to you.

## Important notes

Anyone thinking of using this Deed must seek and rely on the advice of a suitable tax and trust practitioner. You should seek appropriate professional advice before proceeding and this Deed is provided for your consideration and use on this understanding.

The impact of taxation (and any tax reliefs) depends on individual circumstances. Every care has been taken as to accuracy, but it must be appreciated that Prudential International Assurance plc, UK Branch and their representatives can't accept responsibility for loss, however caused, suffered by any person who has acted or refrained from acting as a result of any accompanying material published in or in conjunction with this trust instrument or from the use of the trust instrument itself. Investors must consult their own professional advisers for advice relevant for or to their own circumstances.

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