

POWER OF ATTORNEY

by

[NAME]

in favour of

[NAME]

whom failing

[NAME] (as
substitute continuing Attorney)

and

[NAME] (as
substitute welfare Attorney)

2008
JK/LL



Maxwell MacLaurin
S O L I C I T O R S

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I, [NAME], residing at [ADDRESS] CONSIDERING that I am desirous of appointing a suitable person or persons to manage my affairs, and in the event of my being incapable in terms of the Act aftermentioned to take decisions about my personal welfare and having confidence in the persons afternamed Do Hereby APPOINT [NAME], residing with at [ADDRESS] as both my continuing and welfare Attorney in terms of Section 15 and 16 of the Adults with Incapacity (Scotland) Act 2000 (which Act and any subsequent amendment thereof is referred to as "the Act") whom failing in the event of the my said spouse predeceasing me, or having taken up office under these presents thereafter being unable to act in terms of these presents for any reason (including the recall by me of his or her appointment) then I appoint as my continuing Attorney in terms of the Act [NAME] [ADDRESS], residing at [ADDRESS] and I appoint as my welfare Attorney in terms of the Act [NAME], residing at [ADDRESS] (and all hereinafter referred to as "my Attorney" the singular including the plural where the context so requires) and that with effect from the date of these presents and that on the following terms and conditions:-

ONE My Attorney (acting as continuing Attorney in terms of the act) shall have the following Powers ("the Powers").

1. To open, operate, overdraw and close any account in my name at any bank, building society or other institution, and to operate on, overdraw and close any existing such account in my name.
2. To execute and deliver deeds and documents, including without prejudice to the said generality, Dispositions, Leases or Standard Securities in respect of any heritable property belonging to me, or in which I may have an interest.
3. To maintain, and to pay any expense in connection with me and my property, including property owned by me or jointly by me with others.
4. To deposit for safe custody in any bank or other depository any property or document and to withdraw any property or document deposited by me or on my account.
5. To effect, pay the premiums on, alter or surrender any insurance policy of any description, and to effect any new insurances of any description which my Attorney may, in his sole discretion, consider appropriate.
6. To take possession of, and complete my title to, any interest in property, whether heritable or moveable and whether solely or by me jointly with others or held in the name of a nominee for me.

7. To make, settle, compromise, discharge and refer to arbitration, and raise, defend, compromise, appeal and settle any Court action or petition in which I have or may have an interest (including any proceedings under any statutory provision and without prejudice to the said generality The Adults with Incapacity (Scotland) Act 2000 and the Matrimonial Homes (Scotland) Act 1981 as amended and any re-enactment or restatements thereof), to enforce any decree in respect of any claim, and to appear for me on my behalf before any Court, Tribunal, Arbitration, Commission or Committee of Parliament, whether in Scotland or elsewhere.
8. To make tax returns and settle, adjust and compromise and claim for tax or any tax refund.
9. To operate, sell, liquidate or wind up any business which I may own; to employ or appoint or to continue to employ or appoint any person (including my Attorney) in any capacity in relation to that business; to pay or to continue to pay such salary or other remuneration as my Attorney may consider appropriate; and to delegate the operation or running of any part of that business.
10. To examine, query and adjust and settle all accounts between me and any other person, to pay any sum which my Attorney is satisfied is due by me and to compound and settle all claims and questions between me and any other person.
11. To appear and claim for me in the Bankruptcy or Liquidation of any person or Company indebted to me and to permit time for payment of any debt with or without security.
12. To attend and vote, in person or by proxy, at any meeting of any company or corporation in respect of any investment and to exercise any right arising from it, whether such investments are held in my name alone or jointly with others.
13. To appoint a solicitor, accountant, stockbroker and other professional advisers, including advisers appointed on a Discretionary basis and to allow all of the same their usual professional charges and remunerations.
14. To buy, lease, sell and otherwise deal with any interest which I may have in property both heritable and moveable, whether owned solely by me or jointly with others or held in the name of a nominee for me.
15. To make, purchase, vary and dispose of investments (including any Pension or Life Assurance Policies held by me), whether stock

exchange or unlisted investments or otherwise and to take up or refuse or renounce rights issues, to accept or reject offers and bids, to accept or renounce bonus issues and, without prejudice to the foregoing, generally to handle my investment portfolio, to arrange investment in or purchase of any insurance or product designed or intended to defray or to assist in defraying the costs of long term care for me; to lend any money on such terms and conditions as my Attorney may consider entirely appropriate in all the circumstances.

16. To have access to any information regarding my financial affairs and to have access to confidential information regarding the provisions of my Will and/or any Codicil thereto, any Trust in which I am a Settlor or one of the Beneficiaries, and any information held on me under any Statute and in respect of which I myself would have been entitled to require the release of such information; and to disclose all such information as is hereinbefore detailed in such circumstances as my Attorney may consider to be in my interests.
17. To borrow and grant security for any sum, binding me and my Executors or Personal Representatives jointly and severally in that regard, and that on such terms and conditions as my Attorney may deem appropriate including the granting of security therefor over any part of my property whether heritable or moveable, real or personal.
18. To claim and receive any social security or other benefits, allowances, pensions, rebates or services to which I may be entitled or for which I may become entitled, to make application, to complete and submit all necessary forms, applications or otherwise, to give any necessary undertaking, to lodge and carry through any relevant appeal and generally to do anything which my Attorney may consider to be required or to be appropriate relative thereto and that as regards any period whether past, present or future and to demand, sue for and recover all debts, claims and sums of money or property due or which may become due to me or be exigible by me on any account or in any manner of way and to give time for payment of any debt or claim and to grant receipts or discharges therefor; Any persons paying money or transferring property to my Attorney shall not be concerned with the application thereof by my Attorney.
19. To make such arrangements as my Attorney considers appropriate for the management of my estate, including arrangements which will subsist after the termination, for any reason or cause of the powers hereby granted; to engage in Inheritance Tax planning on my behalf including without prejudice to the said generality to make gifts of my property and assets of whatever nature and wheresoever situated to my spouse or registered civil partner (if any) or to any of my children or remoter issue (including my Attorney, where he or she falls within one of the foregoing categories) , or to any Charity or Organisation to whom I may have made previous such gifts as also to any Trust

established for the administration of my affairs; To make gifts to or disposals into any Trust created by me or in which I am one of the Settlers; To establish any Trust (including a Discretionary Trust) for the benefit of any of the foregoing persons or bodies and where appropriate in the judgement of my Attorney to pay any tax chargeable or arising in respect of any such gifts; And I hereby declare, that in relation to the exercise by my Attorney of the powers granted in this Clause, I acknowledge that I have been made aware of the "guiding" principles for the actings of an Attorney detailed in Section 1 of the Act and I hereby acknowledge that all steps taken by my Attorney in exercise of the powers immediately hereinbefore granted are acknowledged by me to be for my benefit in terms of Principle 1 of said Section.

20. To make payments of an alimentary nature to or on behalf of my spouse or registered civil partner (if any) or to or on behalf of any of my children or remoter issue as my Attorney in his or her sole discretion shall consider to be reasonable.
21. To grant on my behalf any consent or renunciation of any right or interest which I may have (including without prejudice to the said generality any Deed of Variation under Section 142 of the Inheritance Tax Act 1984 and any amendment or restatement of the same, of any power of appointment, interest in possession/liferent, or other such interest as also in terms of The Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or any statutory restatement or re-enactment thereof including any Declaration under the Family Law (Scotland) Act 2006 as also any Affidavit required under the said legislation) and that in such terms and conditions or on such basis as my Attorney may, in his sole discretion, see fit in the furtherance of my interests; to grant any Stamp Duty, Land Tax, Land Transaction Return on my behalf.
22. Generally to do everything with regard to my estate and affairs which I could have done myself without limitation by reason of anything herein contained or any incapacity on my part, whether mental or physical, occurring after the date of the granting of these presents, it being my intention that the Powers shall subsist and remain in full force and effect notwithstanding incapacity as defined by the Act on my part.

TWO My Attorney (acting as my welfare Attorney in terms of the Act) shall have the following Powers ("the welfare Powers") but only once I have become incapable as defined in terms of Section 1(6) of the Act, either a certificate or written statement granted by a medical practitioner that I am no longer capable of looking after or dealing with my own affairs (and without prejudice to the foregoing generality, in relation to the various matters immediately hereinafter referred to) or alternatively where my attorney reasonably believes that I am

incapable as so defined, being a sufficient and appropriate determination of my incapacity in terms of the said Section, namely:-

- (a) to decide what care, services and accommodation may be appropriate for me, including power to decide where I should reside (whether permanently or otherwise), to move or authorise others to move me to any such place of residence and to return or authorise others to return me to my place of residence should I leave the same without consent of my Attorney
- (b) to consent to any medical or dental treatment, care or procedure or therapy of whatever nature my Attorney may decide is for my benefit and may provide access for that, or may refuse such consent.
- (c) to decide with whom I should consort and to make decisions about my dress, diet and personal appearance.
- (d) to make decisions or arrangements regarding my taking part in educative, vocational or social activities, holidays, travel and other pastimes including the nature, length or extent of my involvement or participation therein including as to whether I should work and to what extent and on what terms and conditions.
- (e) to exercise any rights of access which I may have in relation to personal data and records, and power to disclose or release such information where my Attorney considers this to be in my best interests and then subject to such conditions as to such disclosure or release as my Attorney may require in my interests.
- (f) to take, pursue, continue, defend, compromise or settle any proceedings, legal, administrative or otherwise, on my behalf in relation to my personal welfare in respect of any of the matters detailed in this Clause 23 before any Court, Commission, Tribunal, Inquiry, Appellate body or otherwise.
- (g) to pay for holidays, excursions, day and other outings for me and one or more of my carers so far as my Attorney in his or her sole discretion may consider appropriate.
- (h) to pay for items (including a motor vehicle), equipment or service which, in the sole opinion of my Attorney is for my benefit; the said power shall include power to pay for, repair, improve or replace any such item, equipment or service.
- (i) the right to open, read and deal with any mail or other communication (electronic or otherwise) addressed to or received by me or on my behalf.

- (j) the right to exercise on my behalf all rights, privileges and powers competent to me under statute, or statutory instrument or similar subsidiary legislation and which relate to my welfare.
- (k) Generally to provide me with care, support and guidance, my Attorney being sole judge as to what may be required in the foregoing connection.

- THREE My Attorney shall be entitled to exercise the Powers until my Attorney receives actual written Notice of Recall of his or her appointment in terms hereof, such notice complying with Section 22 of the Act as amended by the Adult Support and Protection (Scotland) Act 2007; Declaring that my Attorney shall incur no liability for his or her actings on my behalf following revocation in terms of said Section 22 as amended in respect of any period during which my Attorney is unaware of such revocation and prior to notification thereof to him or her as required by said Section 22 as amended, provided always that during such period my Attorney acts in good faith and in compliance with the Guiding Principles detailed in the Act as amended; Further Declaring that the recall by me of the appointment hereunder of any of the foregoing persons shall not affect the rights of any other such person to act or to continue to act hereunder unless the relevant Notice shall otherwise specify. All Powers hereby conferred may be exercised by either of the said substitute Attorneys or the survivor of them alone.
- FOUR All acts and deeds granted by my Attorney in exercise of the Powers shall be as binding upon me as if they were my acts or deeds granted by me.
- FIVE My Attorney shall not be personally liable for acts and omissions as Attorney unless he or she is shown to have been wilfully and grossly negligent and in particular my Attorney shall not be liable for depreciation of investments made in virtue of this Power of Attorney or in terms hereof.
- SIX My Attorney (whether acting as continuing or welfare Attorney or both) shall be bound by acceptance hereof to account to me for intromissions in virtue hereof and to make payment to me of whatever balance may be due to me after deduction of any remuneration for services including remuneration on the appropriate scale for any professional services rendered and all charges and expenses upon being relieved of all obligations and liabilities undertaken or incurred

on my behalf; Further declaring that my Attorney shall incur no responsibility whatever on account of or in respect of the actings, intromissions and management of any Bankers, Brokers for other Agents employed in terms of the Powers:

IN WITNESS WHEREOF this deed is subscribed by me
at
on 2008
in the presence of the following witness:-

Witness

Signature.....

Full Name.....

Address.....

.....

CERTIFICATE UNDER SECTIONS 15(3)(c) AND/OR 16(3)(c) OF
THE ADULTS WITH INCAPACITY (SCOTLAND) ACT 2000 TO BE
INCORPORATED IN A DOCUMENT GRANTING A POWER OF
ATTORNEY

1. This certificate is incorporated in the document subscribed by

Insert name of granter

2. On

Insert date subscribed

3. That confers a

Tick appropriate box — tick one box only

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Continuing power of attorney (i.e. confers property or financial powers only) |
| <input type="checkbox"/> | Welfare power of attorney (i.e. confers welfare powers only) |
| <input type="checkbox"/> | Combined power of attorney (i.e. confers both property or financial and welfare powers) |

4. Appointing as Attorney(s)

Insert name(s) of Attorney (s)

5. Declaration of Certifier

Note: any person signing this certificate should not be the person to whom this power of attorney has been granted.

I certify that

1. I interviewed the granter ***immediately*** before he/she subscribed this power of attorney;
2. I am satisfied that, at the time this power of attorney was granted, the granter understood its nature and extent; and

I have satisfied myself of this:

Please tick appropriate box. (Both may apply but one must apply)

☐ (a) because of my own knowledge of the granter;

and/or

☐ (b) because I have consulted the following person who has knowledge of the granter on the matter

Insert name, address and relationship with granter, of person consulted

3. I have no reason to believe the granter was acting under undue influence or that any other factor vitiates the granting of this power of attorney.

Signed:

Print name:

Profession:

Address:

.....

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Date: