Date: […………………………] 20[…..]

|  |
| --- |
| […………………………]as principal**THE PERSONS LISTED IN SCHEDULE 1**as attorneys |

Power of Attorney

**THIS POWER OF ATTORNEY** is made on [DATE] by [NAME OF PRINCIPAL] [a company incorporated in England and Wales with registered number [NUMBER] whose registered office is][[1]](#footnote-1)/[of][[2]](#footnote-2) [ADDRESS] (**Principal**).

1. Appointment and powers

The Principal appoints the persons[[3]](#footnote-3) listed in Schedule 1 [jointly[[4]](#footnote-4) [and severally][[5]](#footnote-5)][[6]](#footnote-6) [in accordance with clause 2 below][[7]](#footnote-7) as [its **OR** his **OR** her] attorney[s] (Attorney[s]) and in the Principal's name or otherwise and on [its **OR** his **OR** her] behalf to:

* + 1. [make deposits, transfers and withdrawals to or from any of the accounts listed in Schedule 2 (the "**Accounts**")];
		2. [INSERT OTHER ACCOUNT FUNCTIONS FOR WHICH ATTORNEYS ARE BEING APPOINTED;] [[8]](#footnote-8) [and]
		3. [take any other steps or do anything which the Attorney[s] in [his **OR** her **OR** its **OR** their] absolute discretion consider[s] necessary in connection with the operation of the Accounts][[9]](#footnote-9).
1. [Attorneys may act individually

All actions authorised by this power of attorney may be taken by any of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney by one Attorney shall therefore be as valid and effectual as though done by all the Attorneys.][[10]](#footnote-10)

**OR**

[Attorneys to act jointly]

All actions authorised by this power of attorney must be taken by any two of the Attorneys acting together. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney shall only be valid and effectual if done by two Attorneys jointly.][[11]](#footnote-11)

1. Duration

[This power of attorney shall expire on [[INSERT DATE] **OR** [NUMBER] months from its date, unless otherwise revoked by the Principal] **OR** [The Principal may, at any time and in any manner, revoke this power of attorney.][[12]](#footnote-12)

1. Ratification

The Principal undertakes to ratify and confirm whatever the Attorney[s] [do **OR** does] or purport[s] to do in good faith in the exercise of any power conferred by this power of attorney.

1. Validity

The Principal declares that a person who deals with [any **OR** the] Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

1. [Indemnity
	1. Subject always to clause 6.2, the Principal undertakes to indemnify the Attorney[s] against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which [he **OR** she **OR** they **OR** any of them] sustain[s] or incur[s] in connection with any action taken in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).
	2. The indemnity in clause 6.1 shall not cover the Attorney[s] if and to the extent a claim under it results from the negligence or wilful misconduct of the Attorney[s] [(or either of them)].][[13]](#footnote-13)
2. Governing law and jurisdiction
	1. This power of attorney and any non-contractual obligations arising out of or in connection with it are governed by English law.
	2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

This document has been **EXECUTED AS A DEED** and is delivered and takes effect on the date stated at the beginning of it[[14]](#footnote-14).

**Schedule 1**

**Attorney[s]**

|  |  |
| --- | --- |
| **Name** | **Address** |
|  |  |
|  |  |
|  |  |
|  |  |

**Schedule 2**

**Accounts**

|  |  |  |
| --- | --- | --- |
| **Account Name** | **Account Number** | **Sort Code** |
| [ ● ] | [ ● ] | [ ● ] |
| [ ● ] | [ ● ] | [ ● ] |
| [ ● ] | [ ● ] | [ ● ] |
| [ ● ] | [ ● ] | [ ● ] |

**[[15]](#footnote-15)**[EXECUTED AS A DEED by [NAME OF PRINCIPAL] acting by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,[[16]](#footnote-16) a director, in the
presence of:

 Director

Signature of witness

Print name

Address

Occupation

**OR**

EXECUTED AS A DEED by [NAME OF PRINCIPAL] acting by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,[[17]](#footnote-17) a director, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,[[18]](#footnote-18) [a director/ its secretary]

 Director

 [Director][Secretary]][[19]](#footnote-19)

[EXECUTED AS A DEED by [NAME OF PRINCIPAL] in the
presence of:

 Signature

Signature of witness

Print name

Address

Occupation ][[20]](#footnote-20)

1. Assumes the Principal (if a registered entity) is a company and may need to be amended. If the Principal is not a registered entity, this should be deleted. [↑](#footnote-ref-1)
2. Include if Principal is unregistered, otherwise delete. [↑](#footnote-ref-2)
3. Assumes each Attorney is an individual. Additional provisions may be required if the Principal is appointing a corporate attorney. [↑](#footnote-ref-3)
4. Include the word "jointly" if Attorneys are required to act together. [↑](#footnote-ref-4)
5. Include the wording "jointly and severally" if Attorneys are able to act alone. Attorneys should only be able to act alone if you are in compliance with the requirements of paragraph 3.5.2 of the RICS Professional Statement on Client Money Handling. [↑](#footnote-ref-5)
6. Delete the wording "jointly and severally" if only one Attorney is appointed. Attorneys should only be able to act alone if you are in compliance with the requirements of paragraph 3.5.2 of the RICS Professional Statement on Client Money Handling. [↑](#footnote-ref-6)
7. Delete the wording "in accordance with clause 2 below" if only one Attorney is appointed. Attorneys should only be able to act alone if you are in compliance with the requirements of paragraph 3.5.2 of the RICS Professional Statement on Client Money Handling. [↑](#footnote-ref-7)
8. Care should be taken when specifying the account functions being delegated, to ensure the power covers all of the actions the Principal wishes the Attorney(s) to take on its behalf, as a limited power of attorney will be interpreted strictly by the courts. [↑](#footnote-ref-8)
9. Include if Attorneys have unlimited powers to deal with any and all account functions – you should consider if an unlimited power is appropriate in your circumstances as any actions taken by the Attorneys will be valid and deemed ratified by you under this power of attorney. If the Attorneys' powers are to be limited to certain account functions only, this should be deleted. [↑](#footnote-ref-9)
10. This should only be included if multiple Attorneys are appointed and are able to act individually. Attorneys should only be able to act alone if you are in compliance with the requirements of paragraph 3.5.2 of the RICS Professional Statement on Client Money Handling. [↑](#footnote-ref-10)
11. This should be included if all actions taken in respect of the Accounts are to be done by two Attorneys acting together. The wording envisages that any two Attorneys may act together, as opposed to specified Attorneys. [↑](#footnote-ref-11)
12. The duration of the power can be time bound or revoked at will by the Principal. [↑](#footnote-ref-12)
13. The Attorneys may require that the Principal indemnifies them for any losses they suffer arising out of actions properly taken by them under the power of attorney. [↑](#footnote-ref-13)
14. A power of attorney is required by law to be executed as a deed. [↑](#footnote-ref-14)
15. Appropriate execution block should be inserted in accordance with the Principal's signing requirements for deeds [↑](#footnote-ref-15)
16. Insert name of director [↑](#footnote-ref-16)
17. Insert name of director [↑](#footnote-ref-17)
18. Insert names of director/ second signatory [↑](#footnote-ref-18)
19. Execution blocks for a registered company executing a document as a deed under English law [↑](#footnote-ref-19)
20. Execution block for individual executing as a deed [↑](#footnote-ref-20)