



Client Agreement for Investments, & Non-Investment Insurances

This document must be read in conjunction with the Service Proposition & Engagement

Authorisation Statement

John Yuille Financial Services is a trading style of John Yuille who is Authorised and Regulated by the Financial Conduct Authority (FCA). The FCA regulates financial services in the UK and you can check my authorisation and permitted activities on the Financial Services Register by visiting the FCA's Website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768. The FCA register reference for John Yuille Financial Services (JYFS) is 303637.

My services

John Yuille Financial Services is able to act on your behalf in advising you on investments and non-investment insurance contracts. Products and services are offered as follows:

- **Investments** - I offer an Independent advice service. I will recommend investments based on a comprehensive and fair analysis of the market. I will place no restrictions on the Investment Markets I will consider before providing investment recommendations, unless you instruct us otherwise. I will only make a recommendation when I know it is suitable for you.
- **Non-investment protection contracts** - I offer non-investment protection products e.g. term assurance, income protection and critical illness from a range of insurers. I will provide you with advice after assessment of your personal circumstances and needs.

I offer you an initial discussion (without charge) at which I will describe my services more fully and explain the payment options. If you decide to go ahead, I will:

- Gather and analyse personal financial information about you and your aims and objectives.
- Recommend and discuss any action I think you should take and, with your agreement, arrange relevant solutions.

You should be aware that investments carry varying degrees of risk and as their underlying value can fall as well as rise you may not get back the full amount invested.

My aims and objectives

Unless I notify you in writing to the contrary, I will be treating you as a "retail client" for investment business. This means that you are afforded the highest level of protection under the regulatory system and should have the right to take any complaint to the Financial Ombudsman Service.

Any advice or recommendation that I offer to you, will only be given after I have assessed your needs and considered your financial objectives and attitude to any risks that may be involved. I will also take into account any restrictions that you wish to place on the type of products you would be willing to consider.

With very few exceptions, I will confirm to you in writing the basis of my recommendations along with details of any special risks associated with the products recommended.

Full details of the products recommended to you including, for example, the minimum duration of the product, information on your right to cancel or whether no right to cancel exists, and any other early termination rights and penalties, will be covered in the relevant product disclosure information you will receive before conclusion of any contract.

I will issue any documentation/recommendations and any other communication to you in English (unless agreed otherwise).

I may also, on occasion, advise on other financial products which are not regulated by the FCA under the Financial Services and Markets Act 2000. The Financial Services Compensation Scheme does not apply to any of these products.

Under the terms of this agreement, I may, if appropriate, advise you on investments which are not readily realisable. I would draw your attention to the risks associated with these investments as there is a restricted market for them. In some circumstances it may therefore not be possible to deal in the investment or obtain reliable information about its value.

Ethical Policy

I am committed to providing the highest standard of financial advice and service possible. The interest of my clients is paramount and I have set up systems and procedures to achieve this. In doing so, I will:

- be open, honest and transparent in the way I deal with you;
- not place my interests above yours;
- communicate clearly, promptly and without jargon;
- Seek your views and perception of my dealings with you to ensure it meets your expectations or to identify any improvements required.

Investment Services and Costs

I will provide you with an initial consultation free of charge. This helps me to understand your financial objectives and will confirm how I can support you in working towards these. I will also discuss the cost, and levels, of my services both initially and throughout my relationship with you.

I charge for my services by way of a fee. These fees are mainly based on a percentage of the amount you invest.

Financial Review and Recommendation

This can be a continuation from the initial discussion, where agreed, or a further appointment. This process covers the:

- gathering of information about your existing financial arrangements and full personal circumstances;
- understanding of your investment knowledge and attitude and tolerance towards investment risk;
- recommendation of an asset allocation model that matches your risk profile and the subsequent assessment and suitability of any existing holdings;
- preparation of my recommendations to you;
- arranging a second appointment to explain and discuss my recommendations in detail.

The charge for this service is a fixed fee of £325 payable on provision of the report containing my recommendations to you. This fee will be waived wholly should you decide to implement any of my recommendations.

NOTE: This fee will not be chargeable for existing clients who are already paying an ongoing adviser charge of £325 or more per annum.

Policy Arrangement & Implementation – Lump Sum Investments or Transfers

Should you instruct me to proceed with any of my recommendations I will act for you in the following ways:

- Handle all fund and policy administration on your behalf;
- Provide regular updates to keep you informed of progress;
- Ensure all your documents are issued in line with your expectations;
- Provide confirmation of all actions taken on your behalf in writing.

My charge for this service is based on a percentage of the amount you invest and/or transfer. These charges are applied as follows:

- **2.0% of monies invested – up to a maximum of £5,000.**

This payment can either be taken from your investment upon receipt by the policy provider, or paid directly by you. Where I receive such a payment I will waive my 'financial review and recommendation' fee by the same amount.

Example 1; if I arrange an investment on your behalf for £10,000 my Policy Arrangement & Implementation fee would be £200. As this is less than the 'financial review and recommendation' fee of £325 I would charge you an additional £125 as the balance. The total fee payable would be £325.

Example 2; if I arrange investments on your behalf totalling £100,000 my Policy Arrangement & Implementation fee would be £2,000. As this exceeds the 'financial review and recommendation' fee no other charges would be applied. The total fee payable would be £2,000.

You should note that when paid through the investments it may reduce your personal tax thresholds and/or exemption levels. Where this happens I will discuss it with you and confirm it in your personal recommendation report.

NB. It should be noted that for existing clients any re-investment of monies in a wrapper or on a platform will have no further initial fees applied.

Policy Arrangement & Implementation – Regular Savings or Investments

There will be no charge for the implementation for a regular contribution savings or investment plan. However the financial review and recommendation fee of £325 would still be payable, as explained in the previous section.

Ongoing Reviews and Changes to Existing Investments

I will discuss the full range of my on-going services during the initial consultation. These services include, but are not limited to, providing you with:

- structured reviews to give you peace of mind;
- an assessment of your circumstances and any changes to your plans that are needed;
- regular updates and information regarding your holdings;
- a choice of differing levels of support depending on your needs;
- ongoing support with correspondence and administration issues.

Details of my ongoing service is contained in the Service Proposition and Engagement document. I will agree separately the level of on-going services at the time of, or prior to, making my recommendation(s) to you. Typically my costs range from **0.25% to 0.75% per annum** and are based on the value of your investment(s) at each 12 month anniversary, and are paid monthly/annually in arrears.

It should be noted that the minimum annual fee for the Full Private Client Service is £325.

Where I agree to provide ongoing services you can choose to cancel this at any time by providing written confirmation of your decision. Payments would then cease within 7 business days or after collection of any due proportion of any period charges if later.

Note: The charges listed above can be deducted from your investments or paid directly by you.

My Insurance and Protection Services and Costs

Similar to the investment services above, I will provide you with a personal and financial review prior to making my recommendation(s) to you. Should you accept my recommendation(s) I will arrange the implementation of this/these for you. The reasons for my recommendations will also be provided to you in a written report.

I do not charge a fee for my insurance and protection services as I will normally receive commission from the policy provider. You will not be subject to VAT for this service.

VAT

Under current legislation my services are not subject to VAT but should this change in future, and where VAT becomes due then fees will be adjusted accordingly.

Cancellation rights

In most cases you can exercise a right to cancel by withdrawing from the contract. In general terms you will normally have a 30 day cancellation period for a life, pure protection, payment protection or pension policy and a 14 day cancellation period for all other policies. For pure protection policies the start of the cancellation period will normally begin when you are informed that the contract has been concluded or, if later, when you have received the contractual terms and conditions. In other cases, the cancellation period will begin on the day the contract is concluded or, if later, the day on which you receive the contractual terms and conditions. Instructions for exercising the right to cancel, if applicable, will be contained in the relevant product disclosure information which will be issued to you.

If you cancel a single premium contract, you may be required to pay for any loss you might reasonably incur in cancelling it which is caused by market movements. This means that, in certain circumstances, you might not get back the full amount you invested if you cancel the policy.

Client money

John Yuille Financial Services is not permitted to handle client money and cannot accept a cheque made out to JYFS (unless it is in respect of an item for which I have sent you an invoice) or handle cash.

Documentation

JYFS will endeavour to make arrangements for all your investments to be registered in your name unless you first instruct me otherwise in writing. All policy documents will be forwarded to you as soon as practicable after I receive them. If there are a number of documents relating to a series of transactions, I will normally hold each document until the series is complete and then forward them to you.

Instructions

I prefer my clients to give me instructions in writing, to aid clarification and avoid future misunderstandings. I will, however, accept oral instructions provided they are confirmed in writing.

Material Interest

JYFS will act honestly, fairly and professionally known as conducting business in 'Client's best interest' regulations. Occasionally situations may arise where I or one of my other clients have some form of interest in business transacted for you. If this happens or I become aware that my interests or those of one of my other clients conflict with your interest, I will write to you and obtain your consent before I carry out my instructions, and detail the steps I will take to ensure fair treatment.

Complaints

If you wish to register a complaint, please write to John Yuille Financial Services (JYFS), Poldrait, 103 Preston Road, Linlithgow, West Lothian, EH49 6QL or telephone 07976 720065.

A summary of our internal complaints handling procedures for the reasonable and prompt handling of complaints is available on request and if you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service at www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Compensation Scheme

If you make a complaint and John Yuille Financial Services (JYFS) are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

Investment business will normally be covered up to a maximum of £50,000.

Further information about these amounts and limits for all other product types are available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>.

Data Protection

The information you have provided is subject to the Data Protection Act 1998 (the "Act"). By signing this document you consent to me or any company associated with John Yuille Financial Services (JYFS) for processing, both manually and by electronic means, your personal data for the purposes of providing advice, administration and management.

"Processing" includes obtaining, recording or holding information or data, transferring it to other companies associated with John Yuille Financial Services (JYFS), product providers, the FCA or any other statutory, governmental or regulatory body for legitimate purposes including, where relevant, to solicitors and/or other debt collection agencies for debt collection purposes and carrying out operations on the information or data.

In order to provide services to you John Yuille Financial Services (JYFS) may be required to pass your personal information to parties located outside of the European Economic Area (EEA) in countries that do not have Data Protection Laws equivalent to those in the UK. Where this is the case John Yuille Financial Services (JYFS) will take reasonable steps to ensure the privacy of your information.

John Yuille Financial Services (JYFS) may also contact you or pass your details to other companies associated with JYFS to contact you (including by telephone) with details of any other similar products, promotions, or for related marketing purposes in which I think you may be interested.

The information provided may also contain sensitive personal data for the purposes of the Act, being information as to your physical or mental health or condition; the committing or alleged committing of any offence by you; any proceedings for an offence

committed or alleged to have been committed by you, including the outcome or sentence in such proceedings; your political opinions; religious or similar beliefs; sexual life; or membership of a Trade Union.

If at any time you wish John Yuille Financial Services (JYFS) or any associated company to cease processing your personal data or sensitive personal data, or contacting you for marketing purposes, please contact The Data Protection Officer on **07976 720065** or in writing at Poldrait, 103 Preston Road, Linlithgow, West Lothian, EH49 6QL

You may be assured that John Yuille Financial Services (JYFS) and any associated company will treat all personal data and sensitive personal data as confidential and will not process it other than for a legitimate purpose. Steps will be taken to ensure that the information is accurate, kept up to date and not kept for longer than is necessary. Measures will also be taken to safeguard against unauthorised or unlawful processing and accidental loss or destruction or damage to the data.

Subject to certain exceptions, you are entitled to have access to your personal and sensitive personal data held by John Yuille Financial Services (JYFS). You may be charged a fee (subject to the statutory maximum) for supplying you with such data.

Anti-money laundering

I am required by the anti-money laundering regulations to verify the identity of my clients, to obtain information as to the purpose and nature of the business which I conduct on their behalf, and to ensure that the information I hold is up-to-date. For this purpose I may use electronic identity verification systems and I may conduct these checks from time to time throughout my relationship, not just at the beginning.

Law

This client agreement is governed and shall be construed in accordance with Scottish Law and the parties shall submit to the exclusive jurisdiction of the Scottish Courts.

Force Majeure

John Yuille Financial Services (JYFS) shall not be in breach of this Agreement and shall not incur any liability to you if there is any failure to perform its duties due to any circumstances reasonably beyond its control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven (7) days notice in writing to that effect to the other, but without prejudice to the completion of transactions already initiated. Any transactions effected before termination and a due proportion of any period charges for services shall be settled to that date.

DECLARATION

This is your standard client agreement upon which I intend to rely. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

Please tick this box if you do not consent to JYFS or any associated company processing any such sensitive data.

Please tick this box if you do not wish for JYFS or any associated company to contact you for marketing purposes by e-mail, telephone, post or SMS

I/We are aware of the costs of the Financial Review and Recommendation(s), and where appropriate, the Policy Arrangement and Implementation services and agree to the method and timing of these.

I/We will pay John Yuille Financial Services (JYFS) the Initial Advice Fees as follows:-

- By cheque/direct bank transfer
- And/or
- By deduction from my/our investment

I/We have received a copy of this document for my/our records.

	Adviser on behalf of John Yuille Financial Services (JYFS)	Client	Partner
Print Name	John Yuille		
Signature		X	X
	Date Issued	Date Agreed	Date Agreed

NB: In relation to your chosen level of ongoing service this will be agreed separately within my Service Proposition & Engagement document.