

Client Agreement for Mortgages & Insurances

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 number for JYFS is 303637.

My services

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

- Mortgages I offer an Independent mortgage service. This means I will place no limitations on the mortgages I will
 consider for you. I will provide you with advice after an assessment of your personal circumstances and requirements.
 This will include a detailed assessment of affordability. I will consider all products and lenders that I have access to. This
 means that I will not consider lenders that are only available by you going directly to them.
 - When you are increasing your borrowing I will consider the merits of both a new first charge or second charge basis. You may have the option of a further advance from your existing lender or an unsecured loan as theses may be more appropriate for you.
- Non-investment protection contracts I offer non-investment protection products e.g. term assurance, income protection and critical illness from the whole market. I will provide you with advice after assessment of your personal circumstances and needs.
- General Insurance Contracts I offer Building and Contents Insurance, ASU (Accident, sickness & unemployment) and
 Private Medical Insurance from a range of providers. I will provide you with advice and arrange the contract on your
 behalf after we have assessed your demands and needs for a particular type of insurance.

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 III as rise you may not get back the full amount invested.

My Mortgage Costs

I charge a fee of £325 which falls due at the provision of the advice provided to you in recommending a mortgage deal. I may also receive a commission from the lender for placing that business that I will retain. This amount will be confirmed by the lender in their disclosure document.

Please note I do not provide a refund should you decide not to proceed with the mortgage loan after I have made a recommendation to 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.

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.

Cancellation rights

Certain protection and insurance contracts allow you the right to cancel after a contract has been put in force. Prior to you entering into a contract of protection or insurance I will provide you with specific details should this apply to include: its duration, conditions, practical instructions and any costs for exercising it, together with the consequences of not exercising it.

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 JYFS are unable to meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

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 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 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 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 JYFS will take reasonable steps to ensure the privacy of your information.

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 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 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 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.

<u>Law</u>

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 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 shouterms carefully before signing them. If you do not understand any point please ask for further information.	ıld read these
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 Arra Implementation services and agree to the method and timing of these.	angement and
For mortgage business JYFS will be remunerated by:	
A fee of £325 plus commission from the lender	
By inclusion in the mortgage loan (You must be aware that adding the fees to the mortgage loan will increase the total amount you pay over the term of that loan as the lender will apply their interest charges to this amount)	

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

	Adviser on behalf of JYFS	Client	Partner
Print Name	John Yuille		
Signature	Scrive	x	х
	Date Issued	Date Agreed	Date Agreed