

Summary of Our Service Terms

- We are authorised and regulated by the Financial Conduct Authority (Firm Number 306095).
- We are permitted to advise on and mediate (ie arrange) Protection, Mortgage, Investment, and Retirement Planning products. We are also permitted to arrange consumer credit and to provide debt counselling as an adjunct to financial or mortgage advice.
- For protection products, we research the whole or a representative sample of the market and make a suitable recommendation. We will always tell you if, exceptionally, our recommendation is not 'whole of market'. In that case we will on request supply a full list of the providers we use.
- For mortgages, we will advise and make a recommendation from the whole market. However, this may exclude promotions offered by providers only to applicants who deal directly with them.
- You can choose how to pay for our services. Our agreed charges may be paid by cheque or any major debit/credit card, or instead by product providers. If you prefer, you can opt for a combination of both. We will classify you as a Consumer (non-investment insurance).
- We do not mediate mortgages or protection policies on a non-advised or execution-only basis.
- The Financial Conduct Authority does not regulate Buy-to-Let Mortgages. They are not covered by the Financial Services Compensation scheme or the Financial Ombudsman Service.

Data Protection and Privacy

I permit James Ryan Thornhill Ltd to use my personal data for its own marketing purposes only, with no disclosure to any other party except as required by Law **YES / NO**

I/we further permit James Ryan Thornhill to pass my details to other companies associated with it so they may contact me/us (including by telephone) with details of any other similar products, promotions, or for related marketing the firm thinks may interest me/us. **YES / NO**

Preferred contact method/s - please delete unwanted options: Post - E-mail - Text - Phone

My chosen fee payment options -

- **Protection products -**
 - Provider's Commission and / or
 - Agreed fee
- **Mortgage -**
 - Agreed mediation fee
 - Plus provider's procuration fee on completion

Client Declaration – Buy-to-let Mortgages

I/we appreciate buy-to-Let mortgages are unregulated financial products, and are excluded from the Financial Services Compensation Scheme (FSCS) and from the Financial Ombudsman Service (FOS).

Please understand –

This is our standard Mortgage and Non-investment Protection client agreement, and we will rely on it in our dealings with you. For your benefit and protection, you should read our full terms carefully and retain them for future reference.

You should sign this agreement only if you have read the full terms and firmly intend them to be binding

Customer Name(s)		
Customer signature(s)		
Date of signature		

James Ryan Thornhill Ltd

Mortgages and Non-investment Protection

Client Agreement (Full Terms)



This document is issued by

James Ryan Thornhill Ltd of 41 Wollaton Road, Beeston, Nottingham. NG9 2RN. Telephone 0115 922 8282.

Authorisation Statement

James Ryan Thornhill Ltd is authorised and regulated by the Financial Conduct Authority (FCA No 306095).

You can check this on the Financial Services Register by visiting the FCA website - www.fca.org.uk/ - or by contacting the FCA on 0845 606 1234. (The Financial Conduct Authority regulates the financial services industry in the UK: their address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.)

Permitted Business

Our permitted business includes advising on and arranging insurance contracts and mortgages (including equity release); consumer credit broking and debt counselling.

We also advise on and mediate in (ie arrange) investments, pensions, and retirement benefits; but we are not permitted and have not sought permission to -

- Advise on occupational pension transfers or opt-outs (other than limited permission for money purchase occupational pension scheme 'at retirement' transfers).
- Conduct Discretionary Fund Management (DFM) – ie switching your investment funds as your agent, without your specific prior authority on each occasion.

Client Classification

Each client with whom the firm does business is categorised to identify the level of regulatory protection.

We propose to classify you as a 'Consumer' for Insurance business and as a 'Customer' for any Mortgage business.

Communications

We will communicate with you in English both verbally and in writing.

Services provided for non-investment clients

- We will assess your needs, and make suitable recommendation/s in respect of 'pure protection' - ie temporary life ('term'); critical illness; income protection; private medical; accident and sickness and/or unemployment insurances that have no investment element.
- We will assess your Buy-to-Let Mortgage needs in relation to your preferences and status, and give suitable advice and a recommendation (if appropriate).
- We do not hold clients' money. We will not accept cash or cheques made payable to us, except to settle payments owed to us and for which we have sent you an invoice.

Payment for our services - Personal Insurance

If you buy a non-investment insurance contract, we will normally receive commission on the sale from the product provider.

Whole of life assurance: some providers' products are investment-based. In that case, investment rules do not allow providers to pay commission: our remuneration must be an agreed advice charge paid by you. Most providers can facilitate payment on your behalf by deduction from your investment, or you can pay us directly.

If you buy directly from a product provider, the charges might be the same as when buying through an adviser, or they could be higher or lower. We will tell you how much our commission is likely to be before you complete a contract, but you may ask for this information earlier.

Alternatively, you can choose to pay us a combination of fee and commission or fee only.

Exceptionally, if the expected commission will not cover the cost of the required work, we may require a combination of fee and commission.

When we are to be paid a fee for our advice and mediation services, an agreed proportion of the fee is payable whether or not you buy a product. If we also receive commission from the product provider, we may pass an agreed proportion of that payment to you.

We will agree our fee basis before beginning any chargeable work. You may ask us for an estimate of how much in total we might charge. We will tell you if, exceptionally, VAT is chargeable for the chosen service.

Our fee includes all costs normally incurred when mediating the type of product in question. We will charge only for abnormal expenses, and will not incur or agree to incur any such cost without your express prior consent.

Payment for our services – Buy-to-Let Mortgages

Our typical charge for standard buy-to-let mortgage advice and mediation is £487.50. If you do not proceed after we have assessed your circumstances, researched the market and/or made a recommendation, all or part of our fee will still be payable.

We will agree our fees with you before undertaking any chargeable work.

Important - your duty to disclose information

Providers will rely on the information in the application and any linked questionnaires. It will be used as the basis for any offer of insurance and/or a mortgage advance.

You do not have to disclose anything the provider hasn't asked for, unless the non-disclosure would distort the truth of information you have provided. In other words, you mustn't mislead the provider by half-truths.

You must -

- Answer all questions fully and accurately
- Disclose all material information asked for on the proposal form. (Information is 'material' if a reasonable person ought to realise the provider would rely on it when deciding whether to accept the application or to do so only on specific terms.)

It is an offence to make a dishonest statement in order to obtain insurance and/or a loan, or to get it on better terms. The same applies to dishonest failure to disclose required information. On conviction, offenders are liable to imprisonment for up to ten years and/or a fine.

(‘Dishonest’ means *deliberately meant to mislead, or reckless as to the truth of a statement.*)

Providers are likely to decline applications that misrepresent facts or conceal facts that should have been disclosed. If you ask us to reapply for a mortgage in such a case, we will charge you for the extra work. The additional charge is up to £125.00 for each resubmission.

Conflicts of Interest

We will act honestly, fairly and professionally, conducting business in our clients' best interests. Situations may occasionally arise where we or one of our other clients have a collateral interest in business transacted for you. If this happens, or if we have reason to think our interests or those of one of our other clients may conflict with yours, we will alert you and explain the steps we will take to ensure your fair treatment; and will obtain your renewed consent before we continue with your instructions.

We may benefit from free or low-cost training, 'suitable advice' or analysis tools offered by providers. These services are made available to brokers and financial advisers without obligation - often as part of providers' public relations programmes. Their use benefits clients generally. Advisers also benefit because such services would

otherwise have to be bought at their full market price. We do not consider their use as a potential conflict of interest.

The Financial Conduct Authority prohibits us from accepting any payment (commission or non-monetary benefit) likely to conflict with the duty of our firm to its clients.

Right to Cancel (Change your mind)

The **Distance Marketing Directive** normally grants you 30 days in which you may cancel a life or pension contract. However there will be occasions where no statutory rights are granted, but this will be explained before any contract is concluded.

We will always inform you if you have a statutory right to cancel.

Complaints

We will always try to give exemplary service but, if you wish to register a complaint, please write to:

Del-Ryan Rafter, James Ryan Thornhill Ltd, 41 Wollaton Road, Beeston, Nottingham, NG9 2RN.

Telephone 0115 922 8282.

We will acknowledge your complaint in writing and will normally send a Final Response within eight weeks.

If we fail to meet that deadline or if you are still dissatisfied, you may be entitled to refer the matter to the Financial Ombudsman Service (FOS). We will tell you how to do so, and will co-operate fully with the Ombudsman.

Financial Services Compensation Scheme

Your protection policies and mortgages may be protected by the Financial Services Compensation scheme (FSCS) if we or the product provider become insolvent and cannot meet our obligations. For policies and mortgages arranged since 2010, the limits are -

Personal mortgages: 100% of the first £50,000 per person per firm.

Non-compulsory insurances with no investment element: 90% of the claim, with no upper limit.

Further information, including limits for all other product types, is available from the FSCS at <http://www.fscs.org.uk/what-we-cover/products>

Buy-to-Let and Other Commercial Mortgages

The FCA does not regulate any form of commercial mortgage, which includes buy-to-let mortgages. That means they are outside the remit of the FOS and excluded from FSCS

Data Protection

In May 2018, the **General Data Protection Regulation (GDPR)** supplanted pre-existing UK laws on data protection.

The new regime requires us to issue a **separate written Privacy Statement** to explain what personal information we hold and how we use it. If we haven't already done so, we will give you a copy and explain it, so you can give *informed* consent to our processing information about you.

Verifying Identity – Money Laundering, Financial Crime and Terrorist funding rules.

It is our standard practice to verify new clients' identity and to identify politically exposed persons or persons subject to financial sanctions. To do so, we may ask for sight of original documents to prove the identity of parties, including trustees. We may also ask clients to explain the source of deposits for property purchase etc.

Either alternatively or in addition, we may use proprietary search applications such as SmartSearch™. Searches leave a 'soft footprint' on credit reference agencies' files but they will not affect your credit score.

Verification is a legal process, so we do not need consent and we may decline your instructions if you object to it.

Advice and Instructions

We will confirm our advice in writing if you purchase a product on our recommendation, or otherwise if you request a written confirmation.

We prefer clients' instructions to be given in writing, but will proceed on oral instructions if we are satisfied the client has made a firm and informed decision.

At our discretion, we may refuse to accept an instruction but will not exercise that discretion without reasonable cause.

We will all record transactions in our files and will retain records for at least six years. You have the right to inspect records of your transactions, but we may deny access to a record for any reason prescribed by Law.

Force Majeure

We will not be in breach of this Agreement and will not incur any liability to you for any failure to perform agreed duties owing to any circumstances beyond our reasonable control.

Termination

The authority to act on your behalf may be terminated at any time without penalty by either party giving seven 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.

Law

The client agreement is governed by and shall be interpreted in accordance with English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts.

We intend to rely on this standard client agreement. For your own benefit and protection, you should read the terms carefully before signing to indicate your acceptance. If you do not understand any point, please ask us to clarify it.

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Authorised and regulated by the Financial Conduct Authority - FRN 306095

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