



## TERMS OF BUSINESS

These Terms of Business effective from 02/04/2024 and set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both ourselves and you in relation to such services. Please ensure that you read these terms thoroughly and if you have any queries, we will be happy to clarify them. If any material changes are made to these terms, we will notify you.

## **AUTHORISATION & CODES OF CONDUCT**

Murray and Spelman (Financial Services) Ltd trading as Fairstone is part of Fairstone Ireland Group and is a subsidiary of the Fairstone Group UK. Murray and Spelman (Financial Services) Ltd trading as Fairstone is regulated by the Central Bank of Ireland. Our Authorisation code is C40134. We are subject to Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers.

## **OUR SERVICES**

We are an Insurance, Investment Intermediary, and a Mortgage Credit Intermediary. Our principal business is to provide advice and arrange products on behalf of clients in relation to Life, Pensions, Investments and Mortgages. We are not under a contractual obligation to conduct Insurance distribution business exclusively with one or more Insurance Undertakings. We give advice based on a fair analysis and provide advice from the selection of products provided by the Companies and Lenders we have agencies with. We recommend the product that, in our professional opinion, is best suited to your needs and objectives from this selection of products. We are a member of Brokers Ireland.

As part of the process when giving our clients advice on investments, we will need to gather information with regards your investment knowledge and experience, if this information is not provided, we will not be able to determine whether the product is appropriate for you.

We will need to collect sufficient information from you before we can offer any advice on housing loans. This is because a key issue in relation to mortgage advice is affordability. Such information should be produced promptly upon our request. Where the creditor is unable to carry out an assessment of creditworthiness because the consumer chooses not to provide the information or verification necessary for an assessment of creditworthiness, the credit cannot be granted.

Companies and Lenders, we have agencies with:

Investment and Life Companies	
Aviva Life & Pensions Ireland DAC	MMPI Ltd
Broker Solutions Ireland	Merrion Stockbrokers Ltd
BCP Asset Management DAC	Newcourt Retirement Fund Managers Ltd
Cantor Fitzgerald Ireland Ltd	New Ireland Assurance PLC
Conexim Advisors Ltd	Phoenix Ireland
European Pensioner Trustees Co Ltd	Quest Retirement Solutions Ltd
Independent Trustee Co Ltd	Royal London
Irish Life Assurance PLC	Standard Life Assurance Ltd
J & E Day	Zurich Life Assurance PLC

Mortgages	
AvantCard DAC	Dilosk DAC
Broker Assist Limited	Haven Mortgages Ltd
Finance Ireland Credit Solutions DAC	The Governor and Company of Bank of Ireland
Permanent TSB plc	

## **DISCLOSURE OF INFORMATION**

We act as your representative to the companies we have agencies with, and we will provide assistance on any queries you may have in relation to the policies or in the event of a claim during the life of the policies and we will explain to you the various restrictions, conditions and exclusions attached to your policy. However, it is your responsibility to read the policy documents, literature, and brochures to ensure that you understand the nature of the policy cover. Material information about medical history, non-smoker status, occupation category and any hazardous pursuits are central to underwriting decisions and it is imperative that all information you provide to the insurer is accurate and complete.

You are under a duty to answer all questions posed by the insurer or ourselves on your behalf, honestly and with reasonable care. It is presumed, unless the contrary is shown, that you would know all questions in an application or at renewal is material to the risk undertaken by the insurer or the calculation of the premium by that insurer, or both. Any failure to disclose material information may invalidate a claim and render your policy void. You must inform and disclose any material information including any material changes that might take place between the time you complete an application form and the time you pay the first premium.

To assist us in providing you with a comprehensive service and to keep our records as up-to date as soon as possible, please notify us of any changes to your personal circumstances, e.g., name change, change of address, etc.

## SUSTAINABLE INVESTING

We will consider adverse impacts of investment decisions on sustainability factors in our investment and insurance-based investment advice.

We will gather your preferences of sustainable investing and build them into our Statement of Suitability for you. Ultimately, it is the Product Providers we have agencies with that create the Investment products we advise on, and it will be their documentation we are relying and providing on when advising you on sustainable investments.

All information regarding Sustainable Finance Disclosures will be adhered to by the product Providers and their brochures and documents will outline their disclosures.

## REMUNERATION

We are remunerated by commission from product producers on the completion of business. You may choose to pay in full for our services by means of a fee. Where we receive recurring commission, this forms part of the remuneration for ongoing advice with regards to the business we advise you on and we will provide you with an annual update on your investment business.

If we receive commission from a product provider, this will not be offset against the fee which we may charge you.

We may receive up to 1% (or whatever maximum is applicable) of your loan for arranging mortgage finance from the lenders. The actual amount of commission will be disclosed at a later stage in the ESIS (European Standardised Information Sheet) which will be forwarded to you at loan offer stage. Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. A full list of lenders and remuneration is available on request. All costs including valuation and or surveying fees, legal costs and other costs associated with the mortgage must be paid by you.

We may charge you a fee for advice on mortgages which is payable in addition to any commission we may be paid by the lenders.

A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to us by the product producers is available on our website. If you need further explanation on this information, please do not hesitate to contact us.

## FEES

Our current appointment fees are set out below. This is the maximum amount we will charge for these consultations; however, we may run free or discounted consultations for specified periods of time, but we will not charge more than the stated amount:

Fee structure:

Financial Planning Consultations:	€199
Pensions Consultation:	€149
Mortgage Consultation:	€199
Investment Consultation:	€99
Business Owner Consultation	€400

Additional fees may be payable for complex cases or to reflect value, specialist skills, or urgency. This can range from €200 per hour to €500 per hour. We will notify you in writing in advance and agree the scale of fees to be charged. Our services do not include ongoing suitability assessments.

## REGULAR REVIEWS

It is in your best interests that you review, on a regular basis, the products which we have arranged for you. As your circumstances change, your needs will change. Please advise us of those changes and request a review of the relevant policy so that we can ensure that you are provided with up-to-date advice and products best suited to your needs.

## CONFLICTS OF INTEREST

Where an unavoidable conflict of interest arises, we will advise you of this in writing before providing you with any service. As per above remuneration policy we receive payment from the companies/lenders we have agencies with, for the business you transact.

## DEFAULTS ON PAYMENTS BY CLIENTS

We will exercise its legal rights to receive payments due to it from clients (fees) for services provided. Mortgage lenders may seek early repayment of a loan and interest if you default on your repayments. Your home is at risk if you do not maintain your agreed repayments.

## CLIENT MONIES & RECEIPTS

We request that all cheques or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions, Investment business. We shall issue a receipt for each payment received, these receipts are issued with your protection in mind and should be stored safely. Every effort is made to ensure that clients' money is transmitted to the appropriate Product Provider without delay.

We are not authorised to accept cash.

The acceptance by us of a completed proposal does not in itself constitute the effecting of a policy. It is only when the provider or lender confirms the policy is in place or loan is drawn down that your policy is live.

## COMPLAINTS

We have a complaints procedure in place which is available on request. Your complaint can be in writing, email, telephone, or face to face. If your complaint is face to face or by phone, we will write to you to confirm our understanding of your complaint. We will acknowledge your complaint within 5 business days, advising you of the name of the person dealing with your complaint on behalf of the company. All complaints should be sent for the attention of the Fairstone Complaints Team, Fairstone Ireland Group, 2nd Floor, Maple House, Lower Kilmacud Road, Stillorgan, Co Dublin. Their e-mail is [complaints@fairstone.ie](mailto:complaints@fairstone.ie).

If in the event a complainant is dissatisfied with the outcome of our investigation, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Lo call 01 5677000 email [info@fspo.ie](mailto:info@fspo.ie).

## DATA PROTECTION

We comply with the requirements of the Data Protection Acts 1988-2018. We are committed to protecting and respecting your privacy. Our Data Privacy Notice will be provided to you at the time of data collection. We may use third party providers for onboarding of clients, these companies will also be regulated and adhere to the General Data Protection Regulations.

## COMPENSATION SCHEME

We are members of the Investor Compensation Scheme. The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of authorised investment firms, as defined in that Act. Compensation may be payable where money or investment instruments owed or belonging to clients and held, administered, or managed by the firm cannot be returned to those clients for the time being and where there is no reasonably foreseeable opportunity of the firm being able to do so. A right to compensation will arise only: If the client is an eligible investor as defined in the Act; and if it transpires that the firm is not in a position to return client money or investment instruments owned or belonging to the clients of the firm; and to the extent that the client's loss is recognised for the purposes of the Act. Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the client's loss

which is recognised for the purposes of the Investor Compensation Act, 1998; or compensation of up to €20,000. For further information, contact the Investor Compensation Company Ltd. at (01) 224 4955.

We are also members of the Brokers Ireland Compensation Fund. Subject to the rules of the scheme the liabilities of its members firms up to a maximum of €100,000 per client (or €250,000 in aggregate) may be discharged by the fund on its behalf if the member firm is unable to do so, where the above detailed Investor Compensation Scheme has failed to adequately compensate any client of the member. Further details are available on request.

## GOVERNING LAW AND BUSINESS SUCCESSION

These Terms of Business shall be governed by and construed in all respects according to the laws of the Republic of Ireland and will be deemed to cover any successors in business to Murray and Spelman (Financial Services) Ltd.