



## Terms Of Business including Schedule of Fees and Charges

Effective from March 2021

These Terms of Business including Schedule of Fees & Charges set out the basis upon Money Sense Limited t/a Money Sense Financial Services will provide Financial Advisory services to you. They also contain details of our regulatory and statutory obligations and the respective duties of both our firm and you in relation to such services. This is an important document – please read carefully and if you have any questions please contact us. If there are any material changes to the information in this document you will be issued with a revised copy as soon as possible.

### Contact Details

Money Sense Financial Services, 13 Priory Paddocks, Muckcross Road, Killarney, Co Kerry.  
Telephone: 064 6639164 Fax: 064 6671918 Email: [info@moneysense.ie](mailto:info@moneysense.ie)

### Authorised Status

Money Sense Financial Services (C45858) is regulated by the Central Bank of Ireland as an Investment Intermediary and Deposit Broker under the Investment Intermediaries Act 1995 (as amended), as an Insurance Intermediary under the European Union (Insurance Distribution) Regulations 2018, as a Mortgage Intermediary under the Consumer Credit Act 1995 and as a Mortgage Credit Intermediary pursuant to the European Union (Consumer Mortgage Credit Agreements) Regulations 2016. Copies of our statements of Authorised Status from the Central Bank of Ireland are available on request. Alternatively the Central Bank of Ireland holds registers of regulated firms which can be viewed on their website [www.centralbank.ie](http://www.centralbank.ie).

### Statutory Codes

Money Sense Financial Services is subject to and complies with the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards. These Codes offer protection to consumers and can be found on the Central Bank of Ireland website [www.centralbank.ie](http://www.centralbank.ie)

### Our Services

Money Sense Ltd. is a member of Brokers Ireland.

**Financial Services:** Life Assurance, Deposits, Pensions & Retirement Planning, Investments, Mortgages.

We offer advice on a ***fair and personal analysis basis*** in relation to all Financial Services products and services. ***Fair and personal analysis of the market*** means providing services on the basis of a sufficiently large number of contracts or investment products and product producers available on the market to enable us to make a recommendation, in accordance with professional criteria, regarding which contract or investment product would be adequate to meet your needs and requirements.

We offer our clients an extensive choice of suitable products that best serve their needs and circumstances. On receipt of your instructions we will transmit orders on your behalf to one or more Insurers/Product Producers with whom we hold a written appointment (a list of which is available on request).

**Money Sense Limited T/A Money Sense Financial Services is regulated by the Central Bank of Ireland. Located at 13 Priory Paddocks, Muckcross Road, Killarney, Co. Kerry. Registered in Ireland, Number 438085.**



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We do not have any 'tied' relationships with any institution that would compromise our ability to offer you impartial advice and choice. We do not guarantee nor make representations in regard to, and expressly disclaim responsibility for the financial security of the Insurance Companies and Product Producers with which we place business.

### **Complex Investments & Ongoing Suitability:**

Ongoing suitability assessments will form part of the service to clients whose investments come under the remit of the MiFID Regulations 2017. Where your investment falls under these regulations we will provide you on an annual basis with a client report outlining any changes in the services or instruments involved &/or the circumstances of you, our client.

### **Schedule of Fees & Charges:**

#### **Remuneration Financial Services**

We will be remunerated for business services we offer you our client in a number of ways:

- By commission earned from Insurers and Product Producers to whom orders are transmitted, details of these payments will be included in a product information document. A summary of the details of all arrangements for any fee, commission, other reward or remuneration paid or provided to the intermediary which it has agreed with product producers" is available on our website [www.moneysense.ie](http://www.moneysense.ie).

#### **and/or**

- By you directly in the form of a fee which we will discuss and agree in advance of all transactions; see fee table below.

#### **and/or**

- You also have the option to pay for the services we provide by way of a combination of commissions and fees which we will discuss and agree in advance of all transactions.

#### **Remuneration Mortgage Services**

- We may receive commission on Mortgage products of up to 1% of the mortgage amount. If we secure a mortgage loan offer for you, and you do not proceed with the loan, there will be a charge for our services – currently this amount is €500 but is liable to change from time to time. Details of our mortgage commission levels payable from different creditors whom we place business with are available on request.

#### **Fees for Advisory and Financial Planning Services**

Fees may be charged on an hourly rate. This will always be discussed and agreed in writing in advance of any work being undertaken on a client's behalf.



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Professional Advisor	Professional Fee (Hourly Rate Ex VAT)
Directors/ Qualified Financial Adviser	€200.00
Support Staff	€80.00

- Additional fees may be payable for complex cases to reflect expertise or urgency. The basic hourly rate as outlined may be subject to change should these additional factors arise. This will always be discussed and agreed in advance of any work taking place.
- Professional Fees are non-refundable in the event that a policy is cancelled.

### **Sustainability Factors - Investment/IBIPS/Pension Advice**

When providing advice, the firm considers the adverse impact of investment decisions on sustainability. As part of our research and assessment of products, the firm will examine the Product Providers literature to compare financial products and to make informed investment decisions about ESG products. The firm will at all times act in the client's best interests and keep clients informed accordingly. The consideration of sustainability risks can impact on the returns of financial products.

#### Remuneration policy

We are remunerated by commission and other payments from product producers. When assessing products, we will consider the different approach taken by product providers in terms of them integrating sustainability risks into their product offering. This will form part of our analysis for choosing a product provider.

### **Handling Clients' Money**

We will accept payments by cheque in respect of all classes of insurance in the circumstances permitted under Section 25G of the Investment Intermediaries Act, 1995 (as amended). The Company is not authorised to accept negotiable instruments in any other circumstances.

### **Receipts**

Our firm will issue a receipt for each negotiable or non-negotiable instrument or payment received pursuant to Section 30 of the Investment Intermediaries Act 1995 (as amended).

### **Conflicts of interest**

It is the policy of our firm to avoid conflicts of interest in providing services to you. However, where an unavoidable conflict of interest arises we will advise you of this in writing before providing you with any service.

### **Disclosure of Information**

It is your responsibility to provide complete and accurate information for Insurers/Product Producers when arranging a policy. Failure to disclose any material information to your Insurers/Product Producer may invalidate your cover and could mean that all or part of a claim will not be paid.



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### **Default on payments by clients**

Our firm will exercise its legal rights to receive payments due to it from clients for services provided. Insurers/Product Producers may withdraw benefits or cover in the event of default on payments due under policies of insurance arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

### **Cancellation**

You, the customer can cancel your policy at any time by giving notice in writing subject to the terms and conditions of the applicable policy.

### **Complaints**

Whilst we are happy to receive verbal complaints, it would be preferable that any complaints against our firm, relating to services provided by us, are made in writing. We will acknowledge your complaint within 5 business days and we will fully investigate it. We shall investigate the complaint as swiftly as possible, and the complainant will receive an update on the complaint at intervals of not greater than 20 business days starting from the date on which the complaint is made. On completion of our investigation, we will provide you with a written report of the outcome. In the event that you are still dissatisfied with our handling of or response to your complaint, you are entitled to refer the matter to the Financial Services & Pensions Ombudsman (FSPO) (01-5677000 or [info@fspoi.ie](mailto:info@fspoi.ie)). A full copy of our complaints procedure is available on request.

### **Investor Compensation Scheme**

We are members of the Investor Compensation Scheme established under section 30 of the Investor Compensation Act 1998. The Act provides that compensation shall be paid to eligible investors (as defined in the Act) to the extent of 90% of an investor's net loss or €20,000, whichever is the lesser, and is recognised as being eligible for compensation. Further details are available on request.

### **Brokers Ireland Compensation Scheme**

We are a member of Brokers Ireland and 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 Language**

The laws of Ireland form the basis for establishing relations between you and our firm. All contracts, terms, conditions and communications relating to any policies you may enter into with this firm will be in English.



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### **Anti - Money Laundering/Countering the Financing of Terrorism**

Our firm reserves the right to request any facts about a client which it reasonably believes it needs to know in order to comply with the prevailing Criminal Justice (Money Laundering and Terrorist Financing) legislation.

### **Data Protection**

Money Sense Financial Services are subject to the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. We collect your personal details in order to provide the highest standard of service to you. We take great care with the information provided; taking steps to keep it secure and to ensure it is used only for legitimate purposes. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We may receive referrals from Associated Companies and may advise them of any transactions arranged for you.

Money Sense Financial Services are committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with the GDPR in relation to not only processing your data but ensuring you understand your rights as a client.

The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice, this will be given to all our clients at the time of data collection. We will ensure that this Privacy Notice is easily accessible. Please refer to our website [www.moneysense.ie](http://www.moneysense.ie), if this medium is not suitable we will ensure you can easily receive a copy by; hard copy. You have the right at any time to request a copy of any “personal data” within the meaning of the Data Protection Act 2018 and that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at [info@moneysense.ie](mailto:info@moneysense.ie) if you have any concerns about your personal data.

### **Professional Indemnity Insurance Cover**

Money Sense Financial Services also holds Professional Indemnity Insurance Cover.

### **Direct Marketing**

We would like to keep you informed of various Pension, Insurance, Investment and any other services provided by us or Associated Companies with which we have a formal business arrangement, and which we think may be of interest to you. If you do wish to receive such marketing information please tick the relevant box on the next page.



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### Client Acknowledgement

#### Terms of Business including Schedule of Fees & Charges

I acknowledge that I have been provided with a copy of the Terms of Business including Schedule of Fees & Charges of Money Sense Financial Services (Version 4.0) and confirm that I have read and understand them.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

#### Direct Marketing

I confirm having read the paragraphs in relation to Data Protection and Direct Marketing in the Terms of Business including Schedule of Fees & Charges and above, and consent to Money Sense Financial Services making contact with me by letter, phone, email, or SMS text in relation to the range of services provided Money Sense Financial Services **by way of any or all of the below (please indicate accordingly)**:

**Letter**

**Phone**

**Email**

**SMS text**

**Newsletter**

\_\_\_\_\_  
**John Lenihan**

**Qualified Financial Advisor**

\*Even if you do subscribe now you can always unsubscribe at any time.

These Terms of Business including Schedule of Fees & Charges (also available on [www.moneysense.ie](http://www.moneysense.ie)) are valid from March 2021 until further notice.