

## TERMS OF BUSINESS

These Terms of Business applicable from 24/03/2026 set out the general terms under which we will provide business services to you and the respective duties and responsibilities of both us and you in relation to such services. Please ensure 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. We confirm these terms of business are up to date.

### AUTHORISATION AND CODES OF CONDUCT

We confirm we are regulated by the Central Bank of Ireland. Our authorisation can be checked on the Central Bank of Ireland register at [www.centralbank.ie](http://www.centralbank.ie) or by calling them on 01-224 4000 to verify our credentials. Our reference code is C65926. We are also subject to the Consumer Protection Code, Minimum Competency Code and Fitness & Probity Standards which offer protection to consumers. These Codes can also be found on the Central Bank's website.

### OUR SERVICES

We are an Insurance, Investment and Mortgage Credit Intermediary business. Our principal business is to provide advice and arrange transactions on behalf of our clients in relation to life, pensions, investments & mortgage products. We are members of Brokers Ireland.

We provide advice on a "Limited analysis of the market" basis, which means we provide our services on the basis of a limited number of contracts and product producers/lenders that we have an agency with. We advise you, in our professional opinion, from that selection which will best suit your needs and objectives. While not tied to one product producer the services are not provided on the basis of a fair analysis of the market (i.e. all providers and products).

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 in a position to determine whether the product is appropriate for you.

See below list of Companies we have agencies with.

<b><u>Mortgage Companies</u></b>	
Bankinter S.A. - Ireland Branch	Seniors Money Mortgages (Ireland) Limited
Dilosk Dac	The Governor and Company of the Bank of Ireland
Haven Mortgages Limited	Through Brokers Ireland Network Services Limited agency we can provide mortgages from: Nua Money Limited
Permanent TSB plc	
<b><u>Life Companies and Investment Companies</u></b>	
Aviva Life & Pensions Ireland Dac	MMPI Limited
BCP Asset Management Dac	Newcourt Retirement Fund Managers Limited
Cantor Fitzgerald Ireland Limited	New Ireland Assurance Company plc
Conexim Advisors Limited	Quest Retirement Solutions Limited
Fairstone Assist Limited	Royal London Insurance Dac
Independent Trustee Company Limited	Standard Life International Dac
Irish Life Assurance plc	Zurich Life Assurance plc
J&E Davy Ulc	

### MORTGAGES

Through the lenders or other undertakings with which we hold an agency, we can provide advice on and arrange mortgage products from the following range: fixed-rate loans, we provide mortgage advice on mortgages from the selection of lenders we have agencies with. We will need to collect sufficient information from you before we can offer any advice on housing loans. This is due to the fact that a key issue in relation to mortgage advice is affordability. Such information should be produced promptly at 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.

### CONFLICTS OF INTEREST

It is our policy to avoid conflicts of interest in providing services to you. However, if an unavoidable conflict of interest arises, we will advise you of how this is being dealt with in writing before providing you with any service. Although we receive payment from the product Providers/Lenders for your business, we ensure the advice we recommend to you is

in your best interest, plus it avoids you having to pay us a direct fee each year. A full copy of our conflicts of interest policy is available on request.

## **DISCLOSURE OF INFORMATION**

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We act as your representative to the companies we have agencies with, and we will provide assistance to you with 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 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 us 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 are material to the risk undertaken by the insurer or the calculation of the premium by the 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 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**

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We will gather your Sustainable Investing Preferences and principal adverse effects to the environment and include these preferences in our Statement of Suitability/recommendation for you. Ultimately, it is the Product Producers we have agencies with that produce the Investment Products we advise on, and it will be their documentation we are relying on when including Sustainable investments in your recommendation. All information re Sustainable Finance Disclosures will be adhered to by the Product Producers and their brochures and documents will outline their disclosures. We do not consider "adverse impacts of investment decisions" on sustainability factors in our investment advice.

## **COMPLAINTS**

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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 working days if your complaint has not been sorted out within these 5 days, advising you of the name of the person dealing with your complaint on behalf of the company. We will update you on our investigation into your complaint within 20 working days and endeavour to have a final response for you within 40 working days. We will notify you if this timeline is not possible and inform you of the time it will take to provide you with a final response letter. Please address any complaint to Shankill Financial Services. 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 calls 01 5677000 emails [info@fspo.ie](mailto:info@fspo.ie).

## **REMUNERATION**

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We are remunerated by commission and other payments from product producers or lenders on the completion of your business. You may choose to pay in full for our services by means of a fee. Where we receive a recurring income, this forms part of the remuneration for ongoing advice regarding the business we advise you on and you will be provided with an annual benefit statement/value or review on your pension and investment business.

We will carry out a periodic assessment of the suitability of your investment only at your request. This assessment is not mandatory; due to the fact some clients do not wish to complete this assessment and we respect their decision.

If we receive commission from a product provider, this will be offset against the fee which we will charge you, except for mortgages. Where the commission is greater than the fee due, the commission will become the amount payable to us unless an arrangement to the contrary is made. Additional fees may be payable for complex cases or to reflect value, specialist skills or urgency. We will give you an estimate of this rate in advance of providing you with services and agree to it with you in writing.

We may receive up to 1% (or whatever maximum is applicable) of the loan for arranging mortgage finance. This commission is paid by the mortgage lender. 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 the loan offer stage. A fee of €100 is charged for arranging your mortgage application. Please note that lenders may charge specific fees in certain circumstances and if this applies, these fees will be specified in your Loan Offer. You have the right to pay a fee

separately and not include it in the loan. Typically, this situation arises in relation to specialist lending. A full list of lenders and remuneration is available on request.

If we provide mortgage advice and obtain a Loan Offer for you and you subsequently do not proceed with your mortgage application through ourselves, we will charge you an arrangement fee of €100 for our services.

If by investing in sustainable investment products there are any differences in charges etc., we will advise you of in advance of you agreeing to go ahead with your investment.

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 or in our offices. If you need help with this information, please do not hesitate to call us.

## **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 these 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.

## **DEFAULT ON PAYMENTS BY CLIENTS**

We will exercise our legal right to receive payments due to us from clients (fees) for the services provided. Product producers may withdraw benefits or cover in the event of a default on payments due under policies or other products arranged for you. We would refer you to policy documents or product terms for the details of such provisions.

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 all cheques, or negotiable instruments are made payable to the appropriate Product Provider for Life, Pensions, Investment business and to lenders. 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 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 effect of a policy. It is only when the Provider or Lender confirms the policy is in place or the loan is drawn down that your policy is live.

## **DATA PROTECTION**

We comply with the requirements of the Data Protection Regulation. The data will be processed only in ways compatible with the purposes for which it was given. We will provide you with a separate Data Privacy Notice that will outline exactly how, what and where we use your data.

## **COMPENSATION SCHEME**

We are members of the Investor Compensation Scheme which 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 the Act. Compensation may be payable where money or investment instruments owned 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 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 the client's loss is recognized for the purposes of the Act. Where entitlement to compensation is established, the compensation payable will be less 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 Investor Compensation Co Ltd. on (01) 224 4955.

## **GOVERNING LAW & 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 Smart Mortgages.