

**Mount Street Trustees Ltd t/a Mount Street Group, 95
Sandymount Road, Sandymount, Dublin 4**

TERMS OF BUSINESS (2018.05.25 Edition)

1. *Terms of Business and Definitions*

1.1. These terms of business set out how we, Mount Street Trustees Ltd t/a Mount Street Group, will provide the Services to the pension and/or risk benefits scheme.

1.2. In these Terms the following definitions will have the following meanings:

“Client” means the person who has engaged the Trustee to provide the Services in accordance with the Contract.

“Contract” means the agreement formed by these Terms of Business, the Letter of Engagement and the Pricing Structure.

“Letter of Engagement” means the letter of engagement signed by the Client and by Mount Street Trustees Ltd t/a Mount Street Group whereby Mount Street Trustees Ltd t/a Mount Street Group agreed to provide the Services.

“Pensions Act” means the Pensions Act 1990 as amended from time to time and all regulations made under that Act.

“Pension Scheme” means the pension scheme of the Client, in respect of which Mount Street Trustees Ltd t/a Mount Street Group has been appointed by the Client to act as a professional sole trustee.

“Services” means the services set out at Clause 3.

“Pricing Structure” means the Pricing Structure appended to the Letter of Engagement.

“Trust Deed and Rules” means the trust deed and rules governing the Pension Scheme, as amended from time to time.

Directors: Marie Ainsworth, Brian Tyrrell

Mount Street Trustees Limited is registered in Ireland no. 449643 Vat No IE 96784075

Registered address: 95 Sandymount Road, Sandymount, Dublin 4, Ireland

Mount Street Trustees Limited trading as Mount Street Group is regulated by the Central Bank of Ireland

“Taxes Act” means the Taxes Consolidation Act 1997, as amended from time to time.

- 1.3. In these terms, **“we”**, **“us”** and **“our”** refer to Mount Street Trustees Ltd t/a Mount Street Group and **“you”** and **“your”** refer to the Client.

2. *Contact Details*

- 2.1. Our name, address and contact details are as follows:

Name: Mount Street Trustees Ltd t/a Mount Street Group;
Address: 95 Sandymount Road, Sandymount, Dublin 4;
Telephone: 01 6674730

3. *Our Services*

- 3.1. **Services:** The trustee services which we can provide are set out below. The exact trustee services which we provide will depend upon your scheme and in particular whether it is a pension and / or risk benefits scheme, the rules of such pension and / or risk benefits scheme, the pension and / or risk benefits scheme documentation and the level of service which you have chosen. Additional fees may apply where it is necessary to consult with third party professional advisers or where Mount Street Trustees Ltd t/a Mount Street Group are required to provide services outside of basic trusteeship.

- 3.2. **On-going Services:** In general, the following trustee services will be provided by us as professional sole trustee of your pension and / or risk benefits scheme:-

- 3.2.1. Upon appointment as sole trustee to your pension and / or risk benefits scheme we will ensure that the pension and / or risk benefits scheme is registered with the Revenue and Pensions Authority, the registration details updated at least annually and the relevant annual fees paid;
- 3.2.2. We will conduct a review of the pension and / or risk benefits scheme documentation to ensure that it is compliant with relevant legislation;
- 3.2.3. As your trustee we have many on-going responsibilities under the Pensions Act, 1990 (as amended), the pension and / or risk benefits scheme’s documentation and other areas of pension and other legislation.

In particular:-

- (a) We ensure that the registered administrator provides clear, accurate and relevant information about pension scheme benefits to all members upon joining the scheme or when any changes are made to the pension scheme from time to time;
- (b) We ensure that the Trustee Annual Report and Annual Member Benefit Statements are completed and issued by the registered administrator in an accurate and timely manner;
- (c) We regularly review the employer and employee member contributions to ensure they are being correctly deducted, remitted and invested within the timelines as set out by legislation
- (d) We conduct regular internal trustee meetings in respect of your pension scheme not less than once every year and we will meet with you as Employer to discuss your pension scheme as determined by your level of service. We will request a meeting when it falls due and you will need to make appropriate personnel available at a mutually convenient time / date (face to face or conference call) to facilitate the holding of such meetings;
- (e) We ensure that the pension scheme's assets are invested in accordance with the pension scheme's rules, that a default option is available (in the event that any Employee Members do not, themselves, make a fund choice where the scheme rules provide for member directed investment) and that appropriate information is provided to Employee Members in order that they can make informed investment decisions. In particular, the pension and / or risk benefits scheme's financial adviser will have advised you and your Employee Members in detail regarding the investment of your pension fund assets. If you or any of your Employee Members require any further information please do not hesitate to contact us, or your financial adviser who would be happy to discuss further;
- (f) We will seek confirmation annually that your risk benefits scheme has been renewed and that premiums due have been paid as appropriate to ensure continuity of cover but we will not be responsible for the payment of such premiums.

3.3. **Event Driven Services:** In addition to the above ongoing trustee services, the following additional services will also be provided in order to comply with

relevant legislation:-

- 3.3.1. We will sign off on member benefits arising on retirement, death, leaving service, etc. and sign the necessary discharges at the appropriate time taking into account, where relevant and appropriate, Employee Members' Letters of Wishes;
 - 3.3.2. We will provide trustee accounts where claims / benefits must be routed through the trustee and systems to record receipt and payments of monies and the obtaining (where possible) of receipts for payments from beneficiaries to whom payments are made;
 - 3.3.3. We will ensure that queries arising on the pension and / or risk benefits scheme are dealt with in a timely manner and any information sought is provided as quickly as possible;
 - 3.3.4. We will deal with any Member complaints in a timely manner within the terms of our Internal Disputes Resolution Procedure (copy available upon request) exhausting the procedure before matters escalate to the next level, and where the Financial Services and Pensions Ombudsman may be notified, we will deal with his queries and requests for information in a timely manner;
 - 3.3.5. We will deal with any requests for information on the pension and / or risk benefits scheme from any statutory and / or regulatory bodies such as the Revenue, Pensions Authority or the Financial Services and Pensions Ombudsman in a timely manner and also deal with any notice to trustees received, e.g. in relation to Pension Adjustment Orders;
 - 3.3.6. In compliance with legislation and to ensure the best service levels at all times, we will keep our trustee and other professional training and development up to date;
 - 3.3.7. We will monitor compliance with Data Protection and Equality Legislation.
- 3.4. **Changes to Services:** You may request changes to the Services. Requests for changes must be sufficiently detailed to enable us to assess the impact of the requested change on the cost, timetable or any other aspect of the Contract. We shall agree to work together to consider and, if appropriate, make any changes to the Services. Until a change to the Services is agreed in writing (signed by both parties), we will continue to provide the original Services.
 - 3.5. **Our Standards:** All work that we carry out for you will be performed in accordance with our understanding of the proper interpretation of the law and in accordance with current professional guidelines and practice. All work is subject to our internal review procedures.
 - 3.6. Please note that the provision of trustee services to employer sponsored

pension schemes does not require licensing, authorisation, or regulation with the Central Bank of Ireland and, as a result, it is not covered by the Central Bank of Ireland's requirements designed to protect consumers or by a statutory compensation scheme.

4. *Deliverables*

4.1. **Deliverables:** The Deliverables are the documents (whether on paper, computer disk or in electronic format) including, without limitation, statutory documentation, notes of meetings, correspondence and reports that we provide to you from time to time.

4.2. **Ownership of Deliverable:** We own all the intellectual property rights in all systems, techniques, methodologies, ideas, concepts, information and know-how developed during our performance of the Contract. The Deliverables will be prepared by us solely for the use of those to whom they are addressed, to be used only for the purposes for which they were delivered. We accept no liability or responsibility whatsoever to any third party to whom the Deliverables may be shown or to whom the Deliverables are provided (regardless of how they are obtained). We own any and all intellectual property rights in the Deliverables including, without limitation, any copyright. You may make copies of the Deliverables for your own internal use but except as required by law, you must not provide the Deliverables, or copies of them, to any third party including your other advisers without first obtaining our written consent.

4.3. **Freedom to Use Ideas:** We may develop or use any such systems, techniques, methodologies, ideas, concepts, information or know-how, whether or not reflected in any of the Deliverables, subject to our not being in breach of our confidentiality undertaking at Clause 6.1.

5. *Your Responsibilities*

5.1. **Responsibilities:** Our performance of the Services is dependent on you carrying out your responsibilities as set out in the Contract.

5.2. **Information and Materials:** In providing the Services, we will rely on information, materials and input that you or your nominated third parties provide to us. You agree:

5.2.1. To provide us on a timely basis with all information and materials reasonably required to enable us to provide the Services;

5.2.2. That all the information disclosed, or to be disclosed, to us whether by you or by a third party nominated by you, is or will be true, accurate, complete and not misleading in any material respect. We will rely on, but we will not independently verify, the accuracy and completeness of information which you or your nominated third parties supply to us;

5.2.3. That you are responsible for informing us of any changes to, or inaccuracies in, the information originally presented to us; and

5.2.4. That where you are using third parties to provide materials, information, input or support which may affect our ability to provide the Services, you will ensure that you have appropriate written agreements in place with those third parties in respect of the provision of such information or support. You will be fully responsible for the management of third parties and the provision, quality and accuracy of their materials, information, input and work.

5.3. **Your Staff:** To enable us to provide the Services you will ensure that your staff members are available to provide such assistance as we may reasonably require and that we are given reasonable access to senior management, as well as to any members of your staff specified in the Letter of Engagement. You will be responsible for ensuring that your staff members have the skills and experience appropriate for this engagement.

5.4. **Responsibilities:** You will be responsible to ensure that, and we will be entitled to assume that, you and your duly appointed officers will perform their obligations in accordance with all applicable law and your constitution and will comply with all laws including regarding the filing of all returns in a complete, correct and timely manner.

5.5. **Conduct:** You will not take any action or conduct yourself in any way that could, or might, cause us to be in breach of any law, regulation, guidelines or direction or to be the subject of any liability whatsoever whether within Ireland or in any other jurisdiction.

5.6. **Payment for Services:** You shall pay for the Services as set out in the Contract unless the Trust Deed provides that the fee for the Services is payable from the assets of the Pension Scheme whereupon you shall arrange payment of the fee.

6. *Confidentiality and Conflicts of Interest*

6.1. **Restriction on Disclosure of Confidential Information:** Neither of us will disclose to any third party without the prior written consent of the other party, any proprietary or confidential information which is received from the other party for the purposes of providing or receiving the Services including, without limitation, the terms and conditions of the Contract and amounts payable under the Contract ("**Confidential Information**"). Each of us agrees that any Confidential Information received from the other party shall be used only for the purposes of providing or receiving the Services under the Contract or any other contract between us. The Confidential Information may be disclosed to our respective employees involved in the Services, but we will each make our respective employees, to whom such Confidential

Information is disclosed, aware of the restrictions on disclosure contained in this Clause. These restrictions will not apply to any information which :

6.1.1. Is or becomes generally available to the public other than as a result of a breach of any obligation under this Clause; or

6.1.2. Is acquired from a third party.

6.2. **Disclosure Required by Law:** Notwithstanding Clause 6.1 above, either of us will be entitled to disclose Confidential Information of the other to:

6.2.1. Our respective insurers or legal advisers; and

6.2.2. A third party to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by governmental or regulatory authority, or where there is a legal right, duty or requirement to disclose such Confidential Information, provided that (and without breaching any legal or regulatory requirement) where reasonably practical, not less than two business days' notice in writing is first given to the other party.

6.3. **Citation of Services:** Without prejudice to Clauses 6.1 and 6.2 above, we may cite the performance of the Services for you to our clients and prospective clients as an indication of our experience. If you do not wish us to do so, please notify us immediately in writing.

6.4. **Conflicts of Interest:** It is our policy to make every effort to avoid conflict of interest when providing trustee services. If this cannot be avoided, then we will notify you about any conflicts which may arise in order that an appropriate course of action may be decided upon in order to mitigate circumstances or resolve the conflict where possible. We reserve the right to resign as trustee where a conflict of interest cannot be resolved to the reasonable satisfaction of the concerned parties.

6.5. **Working for Other Clients:** Subject to Clause 6.4, we will not be prevented or restricted by anything in the Contract from providing services to other clients.

7. *Fees and Payment*

7.1. **Basis of Fees:** Fees for the Services will be charged by us on the basis set out in the Pricing Structure, as amended from time to time. Where the Pricing Structure does not state the basis on which our fees will be charged, our fees will be calculated primarily by reference to the time spent carrying out the work at rates which reflect such factors as complexity, monetary values, seniority of the personnel involved and specialist input, and the fees will take account of the urgency and inherent risks and the use of techniques, expertise, research and know-how developed by us.

- 7.2. **Fee Estimates:** Any fee estimate given by us, whether for planning or other purpose, will be given in good faith but will be subject to the stated caveats and assumptions and to any factors outside our control and will not be contractually binding. We will notify you if it becomes reasonably apparent that the estimate is likely to be materially exceeded.

If services additional to the Services are required to be provided, our fees for such additional services will be calculated on the basis set out in Clause 7.1.

- 7.3. **Taxes:** Charges, including expenses, will be stated exclusive of any taxes. You will be responsible for paying any taxes arising from the Contract for which you are legally liable, such as Value Added Tax at the applicable rate.

- 7.4. **Invoicing Details:** Upon or as soon as practicable following appointment, in the case of existing schemes, and / or installation, in the case of new schemes, you will receive an invoice based on the fees due for the first year of our trusteeship.

At the start of each subsequent year of our appointment or as soon as practicable thereafter, we will issue a further invoice for that coming year based on that year's pricing and membership details as at that time.

- 7.5. **Payment of Invoices:** All charges will be specified in Euro and all invoices will be paid in that currency, unless otherwise agreed. Payment of the initial invoice issued in respect of the first year of our trusteeship is required by return in order to commence / continue our trusteeship (as appropriate). In subsequent years, payments must be made within 30 days of receipt of an invoice. We may claim interest for late payment at the rate of 1 per cent a year over 3 month EURIBOR (Euro Inter Bank Offer Rate) for the time being, on any unpaid invoice. If you have arranged with a third party for the discharge of our fees, this does not affect your obligations to pay our fees in the event that the third party fails to discharge such fees in accordance with these Terms of Business even where our invoice has been addressed to such third party

- 7.6. **Missed Payments:** If you miss any payments which are due to us as trustees, we may if necessary use our legal rights to claim any payments which you owe to us for trustee services which we have provided. Subject always to the Pensions Act, 1990 and other relevant legislation, we may in such circumstances resign as trustee of your pension and / or risk benefits scheme in accordance with the pension and / or risk benefits scheme documentation but without prejudice to our legal rights to claim any payments which you owe to us for trustee services which we have provided.

8. *Duration and Termination*

- 8.1. **Duration of Contract:** The Contract will apply from the commencement date stated in the Letter of Engagement. The Contract will continue unless it is terminated earlier, in accordance with the terms set out below.

- 8.2. **Right to Terminate the Contract:** Unless otherwise stated in the Letter of Engagement, the Contract may be terminated by either of us at any time by giving not less than 60 days' written notice or in accordance with the Trust Deed and Rules.
- 8.3. **Return of Property:** On the termination of the Contract, and subject to Clause 5.6, each of us will return to the other any property of the other that it then has in its possession or control, except that we may retain one copy of any documentation prepared or modified by us or any other information, whether in electronic format or otherwise upon which our Services are based to enable us to maintain a professional record of our involvement.
- 8.4. **Termination for Breach of Contract:** The Contract may be terminated by either party on written notice with immediate effect in the event that the other commits a material breach of any term of this Contract, which in the case of a breach capable of being remedied, is not remedied within 60 days of a written request to remedy same.
- 8.5. **Termination for Insolvency:** The Contract may be terminated by either party on written notice with immediate effect in the event that the other is unable to pay its debts or has a receiver, administrator, examiner or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on the business or if, in the reasonable opinion of the other party, any of these events appears likely.
- 8.6. **Right to Terminate for Legal or Regulatory Reasons:** We may terminate the Contract (or, if we consider it appropriate, the provision of certain of the Services) forthwith by notice in writing if we believe that, or anticipate imminent circumstances where, the Contract or any of it might result in us or you violating any legal or regulatory requirement in any applicable jurisdiction or any requirement or direction of any relevant body (including by way of example, the Revenue Commissioners, the Financial Services and Pensions Ombudsman or the Pensions Authority).
- 8.7. **Payment of Fees on Termination:** Where either of us terminates the Contract for any reason, you will pay us for all trustee services provided up to the date of termination together with any additional costs reasonably incurred by us as a result of the early termination of the Contract including, but not limited to, costs relating to sub-contracts or relocation costs. We will take reasonable steps, where possible, to mitigate any such additional costs. We reserve the right to take whatever action we, in our sole opinion, deem necessary to recover all sums due by you to us.

9. *Liability*

- 9.1. **General:** In the provision of the Services and the preparation of the Deliverables, we shall use the due skill, care and diligence reasonably expected of a pension scheme trustee with the level of experience and expertise required for a pension scheme such as the Pension Scheme.
- 9.2. **Current Law:** Our Services are provided in accordance with professional practice and guidelines current during the term of the Contract.
- 9.3. **Acceptance of Liability:** We shall only be liable for direct and actual loss proven by you and we shall not be liable for any indirect, consequential or economic or other loss whatsoever or howsoever arising including, without limitation, loss of profits and / or loss of business opportunity.
- 9.4. **Liability Cap:** Subject only to the exclusions set out in Clause 9.6, our total liability (whether arising in contract, tort or otherwise) to you and to your officers, directors, trustees, employees or shareholders and to any third party, for all claims arising out of the Contract and the Services (including, without limitation, for multiple claims arising out of or based upon the same act, error or omission, or series of continuous, interrelated or repeated acts, errors or omissions) shall not exceed the lesser of the value of the Pension Scheme's assets on 1 January each year or Mount Street Trustees Ltd t/a Mount Street Group insurance policy in aggregate in respect of each pension scheme for which we act as a trustee.

This liability cap shall be subject to annual review by us and you.

- 9.5. **Notice of Complaint:** We will have no liability whatsoever, in relation to this Contract (other than where we are guilty of fraud in relation to the Contract) unless we have been notified in writing by you of a claim, setting out reasonable details of such claim, within three years from the date on which you first become aware, and of the facts which give rise to the claim.
- 9.6. **Exclusion:** To the maximum extent permissible by law all warranties, conditions or terms other than those expressly set out in the Contract are hereby expressly excluded or minimised. In no event will we be liable for:
- 9.6.1. Any loss, damage, cost or expense arising in any way, directly or indirectly, from any fraudulent or negligent act or omission, any misrepresentation or default or any breach of law on your part or by any of your directors, employees, agents, suppliers and / or any third parties (and if we incur any costs or expenses as a result of such a breach on your part, we will have the right to recover such costs and expenses (including reasonable legal fees and expenses from you), or
- 9.6.2. Any liabilities excluded in relation to a trustee of the Pension Scheme under the Trust Deed and the Rules.

9.7. **Oral Advice:** While we may answer enquiries over the telephone or in meetings on an informal basis, as these enquiries may involve an immediate answer to a complicated problem in respect of which we may not have received full and accurate information, we shall have no liability to you (whether in contract or tort or otherwise) for our answers. You should neither act nor refrain from acting on the basis of such answers unless they are confirmed in writing by us. Equally, where verbal instructions are accepted by us they must be at your risk. You should also confirm or acknowledge such instructions in writing.

9.8. **Force Majeure:** Neither of us will be liable to the other for any delay or failure to fulfil their obligations under the Contract to the extent that any such delay or failure arises from causes beyond their reasonable control, including but not limited to fire, flood, acts of God, acts or regulations of any governmental or supranational authority, war, riot, strike, lockouts and industrial disputes.

10. *Complaints*

10.1. If you have a complaint about the trustee services which we have provided, then you should make your complaint in writing to:-

Mount Street Trustees Ltd t/a Mount Street Group
95 Sandymount Road
Sandymount
Dublin 4

10.2. We will acknowledge receipt of your complaint within 7 days. Our aim is to resolve all complaints received within 21 days if at all possible by way of our Internal Disputes Resolution procedure. If this is not possible, for whatever reason, we will notify you in writing as to when you can expect a full reply from us.

10.3. You may refer your complaint to the appropriate Ombudsman who may be contacted at:-

Office of the Financial Services and Pensions Ombudsman
4th Floor, Lincoln House
Lincoln Place
Dublin 2

Phone : +353 1 676 6002
Facsimile: +353 1 661 8776
Email: info@pensionsombudsman.ie
web: www.pensionsombudsman.ie

11. *Third Party Service Providers*

11.1. As well as these terms of business, there are terms and conditions which apply to the provision of our trustee services which will form part of our legal arrangements with the providers of services which are undertaken by third party service providers engaged by us as trustees such as the registered administrator, investment manager and, where necessary, actuaries, auditors, solicitors, pension advisers, etc.

12. *Data Protection*

12.1. In order for us to provide the Services, you will have to give us personal information including names, addresses, dates of birth, PPS numbers, details of certain financial arrangements including pension arrangements, salaries / wages, medical / health underwriting information, etc. From time to time, you will also need to give us sensitive personal information such as in the context of divorce, separation, Pension Adjustment Orders, etc. In accordance with the provisions of the Data Protection Acts 1988 and 2003 (as amended) we will not, unless required by law, process any personal or sensitive personal data acquired or used by us in the course of our work for you in any manner incompatible or inconsistent with the following purposes or for any other purpose:

12.1.1. The delivery of the Services to you and your staff;

12.1.2. Updating our records and databases;

12.1.3. Meeting our legal and regulatory obligations; or

12.1.4. Legitimate trusteeship purposes.

Data Protection: We may use information about you now and in the future: (i) to provide you with information on products and services for marketing purposes (ii) for market research and (iii) tracking of sales data. If you consent to us contacting you for this purpose, please complete the form at the end of this document.

You have the right under the Data Protection Acts 1988 and 2003 (as amended) to a copy of all personal information held on file by us upon request and to require us to correct any errors which may exist. Any such requests should be made in writing to the address at the top of this Document. We may charge you a reasonable fee to cover our cost in providing this information. We may retain records of all transactions undertaken for clients for at least seven years from the date of each transaction, for as long as may be necessary for pension scheme and trustee purposes, as may be required by law.

Our Data Privacy notice can be found on our website www.mount-street.com

13. *Governing Law*

- 13.1. **Applicable Law:** The Contract will be governed by and interpreted in accordance with the laws of Ireland.
- 13.2. **Resolving Disputes:** Should any dispute arise between us, we will attempt to resolve the dispute in good faith by senior level negotiations. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through mediation or arbitration and each of us agrees that the Irish courts will have exclusive jurisdiction in connection with the resolution of the dispute.

14. *General*

- 14.1. **Sub-contracting:** We reserve the right to employ agents and sub-contractors to assist us when providing any part of the Services. Any reference to our staff in the Contract includes our agents and sub-contractor staff. Subject to the terms of the Trust Deed and Rules, where applicable to the Services, we will be responsible for any Services provided by such agents and sub-contractors with whom we contract for the provision of the Services.
- 14.2. **Assignment:** Neither party may transfer, charge or otherwise seek to deal with any of their rights or obligations under this agreement or the Contract without the prior written consent of the other party.
- 14.3. **Waiver:** Subject to Clause 9.8 no delay by either one of us in enforcing any of the terms or conditions of the Contract will affect or restrict our own rights and powers arising under the Contract. No waiver of any term or condition of the Contract will be effective unless made in writing.
- 14.4. **Staff:** Neither of us will, during the period of the Contract or within 6 months of its termination or expiry, solicit directly or indirectly any employees of the other who have been involved in providing the Services other than on a purely administrative or secretarial basis. This will not restrict either of us from employing staff who apply for a position unsolicited in response to a general advertising or other general recruitment campaign.
- 14.5. **Entire Agreement:** The Contract, including any attachments or referenced documents, and, in those cases where we act as trustee of a Pension Scheme, the Trust Deed and Rules, form the entire agreement between us relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral (except that we do not exclude liability for any fraudulent, deliberate

or reckless pre-contractual misrepresentations made by us in writing on which you can be shown to have relied). The headings and titles in the Contract are included to make it easier to read but do not form part of the Contract.

- 14.6. **Notices:** Notices must be served either personally, sent by prepaid registered post or faxed to the address of the other party given in this Contract or to any other address as the parties may have notified to the other during the period of the Contract. Any notice sent by post will be deemed to have been delivered 48 hours after sending. Any notice sent by fax or served personally will be deemed to have been delivered on the first working day following its dispatch.
- 14.7. **Amendment of Terms of Business:** We will not change in any material way any provision of our Terms of Business without your prior consent insofar as they apply to the Contract with you.
- 14.8. **Survival:** The provisions of the Contract which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both of us.
- 14.9. **Defined Terms:** All terms referred to or defined in the Letter of Engagement shall have the same meaning in these Terms of Business and vice versa.
- 14.10. **Letter of Engagement to Take Precedence:** In the event of any conflict between any documents that form part of the Contract, the Letter of Engagement will take precedence.
- 14.11. **Severance:** If any provision or term of the Contract or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including but without limitation by reason of any provision of any legislation or other provisions having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the parties or any part of the Contract, such terms or provisions shall be divisible from this Contract and shall be deemed to be deleted in the jurisdiction in question provided always that the enforceability of the remainder of the Contract will not be affected. If any such deletion substantially affects or alters the commercial basis of the Contract, the parties shall negotiate in good faith to amend and modify the provisions and terms of the Contract as may be necessary or desirable in the circumstances.
- 14.12. **Anti-Money Laundering:** All necessary anti-money laundering verification checks are undertaken in accordance with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and regulations made pursuant thereto. If such checks are delayed, either by a failure of the client to supply documentation or for any other reason, we shall not be responsible for any loss incurred due to the delay in investing the client's monies.

Please feel free to contact Mount Street Trustees Ltd t/a Mount Street Group if you have any queries regarding these terms of business.

CLIENT ACKNOWLEDGEMENT

I/We acknowledge and confirm that I/we have been provided with a copy of the Terms of Business of Mount Street Trustees Ltd t/a Mount Street Group and that I/we have read through and understand these terms.

CONSENT FOR MARKETING

Please tick each of these boxes to give your consent so that Mount Street Trustees Ltd t/a Mount Street Group may contact me/us regarding any products which we think may be of interest to you.

Letter Landline Mobile Phone Email SMS
Text

Signature: _____

Date: _____

Signature: _____

Date: _____

Please note that the provision of this product or service does not require licensing, authorisation, or registration with the Central Bank of Ireland and, as a result, it is not covered by the Central Bank of Ireland's requirements designed to protect consumers or by a statutory compensation scheme.