

SERVICE AGREEMENT

SUPPORTING YOU TO MANAGE YOUR MONEY

Welcome to MABS

The Money Advice and Budgeting Service (MABS) is a free, independent and confidential service. We are here to support you, one step at a time, to manage your money and tackle debt. **You have taken the first step!**

This is an important document. It describes the terms and conditions you agree to when you become a client of MABS. You should read it carefully. Please ask a MABS staff member if you have any questions about it.

As our client, you have a right to a service that is:

- Free
- Confidential
- Independent
- Non-judgemental

We will:

- Listen to you
- Treat you politely, fairly and with respect
- Give you advice and support without undue delay
- Offer face-to-face appointments or phone support, to discuss personal debts
- Provide support that is suited to your needs
- Respect your cultural and ethnic background
- Be available to you at one of over 60 MABS offices nationwide or at our confidential helpline: 0761 07 2000

We are committed to:

- Providing you with efficient, caring and high quality advice, information and support on money matters
- Helping you to deal with any immediate debt problems and to manage your money on your own in the future
- Working for you independently, without being influenced by any other person or institution

- Keeping your information confidential and secure
- Supporting you to make your own decisions
- Not judging you in any way
- Making our service as accessible and approachable as possible

While working with us, you must agree:

- To tell us about any contact you have with your creditors
- To tell us if your circumstances change
- Not to make different arrangements with your creditors if we have arranged a repayment plan for you – if you wish to follow a different arrangement, please tell us in advance
- Not to borrow money without talking to us first

You must also agree to:

- Accept that your debts are your responsibility and that you are responsible for your decisions
- Make a commitment to tackle your finances
- Give us full information and provide any proof on request
- Let us know if any information you give us about yourself changes, so that we can update our records
- Attend your appointments or tell us in advance if you can't
- Respect our staff and management
- Grant us consent to process your personal data, which is required for the provision of our services.

Please note that if you don't work with us by providing full information and attending appointments, we may not be able to work with you. We will notify you in advance if this is the case.

**We will help you explore your options.
In return, please remember:**

- Your adviser will provide you with information on a range of debt management options available to you, based on our experience of these issues. However, you are responsible for the decisions you make. MABS may offer advice or recommendations, but we are not liable for any decision, agreement, arrangement or other facility that you may enter into with any third party or lender.
- MABS will deal with your creditors or lenders to negotiate an affordable and sustainable solution for you to manage your debt. In order to do this, we must have full information from you and your written permission.
- MABS will help you to set realistic goals, based on your preferred options. We will help to achieve the best outcome for you. However, we cannot guarantee any particular outcome.
- MABS does not provide professional legal or financial advice.
- MABS does not have powers to stop repossession, disconnection of fuel supply or court action. However, we can provide information and advice on your rights as a financial consumer or refer you to a legal or specialist adviser if required.

**If we are supporting you to help yourself,
we encourage you to adopt the MABS
guiding principles of:**

- Providing creditors with full and honest information
- Making offers to creditors based on whether the debt is a priority or a secondary one (we will explain this to you)
- Keeping your creditors informed of any changes in your situation

You should also be aware that:

- Your creditors do not have to accept reduced repayments or to suspend interest payments or charges.
- Your creditors may continue to take legal action against you, even though you are working with us.

- If you cancel payments to your creditors, you will be in breach of your agreement with them and you will fall behind with your repayments and go further into debt OR your arrears will increase.
- Reducing your payments may mean it will take longer to pay off your debt, and therefore you may have to pay more than if you had paid off the debt over a shorter term.
- Your credit rating is likely to be affected if you are paying less than the agreed amount or if you receive a write-down or write-off on your debt (which may limit your ability to get credit in the future).
- If you are a mortgage holder, it is important that you engage with your mortgage provider – as failure to make the negotiated payments on your mortgage could result in you losing your home.

Options for dealing with your debt

MABS provides information on a range of debt solutions that may be available to you. These solutions typically fall into two categories:

1. Voluntary debt solutions. We can support you in making a voluntary agreement with your creditors.
2. Statutory debt solutions (under the Personal Insolvency Act 2012 or other relevant legislation). We can act as an Approved Intermediary, which means that we are legally recognised as a support agency for you.

If you are eligible, we can support you to apply for a Debt Relief Notice.

We can also give you information about other solutions and refer you to people who can help with one of these:

- A Debt Settlement Arrangement
- A Personal Insolvency Arrangement
- Bankruptcy

These options involve looking for a court-approved write-off of some or all of your debts. If you are eligible, you can consider and avail of these options now or at any time, even after you have contacted MABS or become a client of MABS. Detailed information on all debt options is available at www.mabs.ie.

Ending this agreement

MABS provides a service based on what our clients need.

We conduct regular reviews of all cases. During a review, we may decide that you no longer need the service or that there is no further action we can take to assist you. We will notify you in writing if this is the case.

You can stop availing of the MABS service at any time. But we ask that you notify us of this in writing or by phone.

Our reputation as an honest broker is important to us. It enables us to work for all clients. It requires all clients to work with us in good faith and to fully disclose all of their financial circumstances. This includes information on income and expenditure, assets and debts. If you do not do this, or if it becomes clear that you did not fully disclose relevant information to us, we reserve the right to end this agreement and stop providing a service to you.

If you do not keep to the terms of this agreement, we reserve the right to end it and stop providing a service to you. We will notify you in writing if this occurs.

MABS policies and guidelines

MABS Customer Charter and Complaints Procedure are available on www.mabs.ie and at your local MABS office. We follow a number of policies, guidelines and procedures to protect our clients and staff. You can also view these on our website or get copies at your local MABS office.

Legal disclaimer

MABS provides services which are based on Irish law and practice but we will not provide you with commercial or legal advice. MABS is not obliged to provide you with a comprehensive or detailed statement of law or practice. MABS accepts no liability whatsoever for any action taken by you which is a result of advice or options provided to you by MABS.

Your consent

I have read, understand and agree to the terms and conditions set out in this agreement.

If your agreement with MABS ends, you should be aware of your personal data rights as detailed in the MABS Data Privacy Notice and consented to by you in the MABS Data Privacy Consent Form.

Signed by

Client:*

Money Adviser:*

Date:*

Appointments

- Book telephone or face-to-face appointments in advance – unless it is an emergency.
- Appointments can be booked through reception.
- Attend your appointments or tell us in advance if you can't.
- Allow enough time for your appointment so you are not in a rush. A first appointment can take more than an hour.
- Avoid bringing children to appointments if possible – for privacy and to make it easier for you to concentrate.

Emails

- It is our policy to answer emails at the earliest opportunity. However emails may not be answered immediately, so, if you require a response urgently, a phone call may be a better option.
- Use the title "Client support" in the subject line and use your client number on all emails. This will help us get to them quickly
- Email may not be a secure way to communicate. Please be aware that, while we work to ensure our email system is secure, there could be risk with your own email provider.

CASE PLANNER

THINGS TO DO

You

Us

YOUR NEXT APPOINTMENT

Money Adviser:

Day:

Date:

Time:

YOUR LOCAL MABS OFFICE

Our Ref/MABS I.D. Number: