



Small and Medium Sized Enterprises (SME’s) In Financial Difficulty

**Your Guide**

# About us

Mars Capital Finance Ireland DAC is regulated by the Central Bank of Ireland as a credit servicing firm authorised under Part V of the Central Bank Act 1997 (as amended). Registered in Ireland No.558978. Registered office: One Warrington Place, Dublin 2, D02 HH27, Ireland.

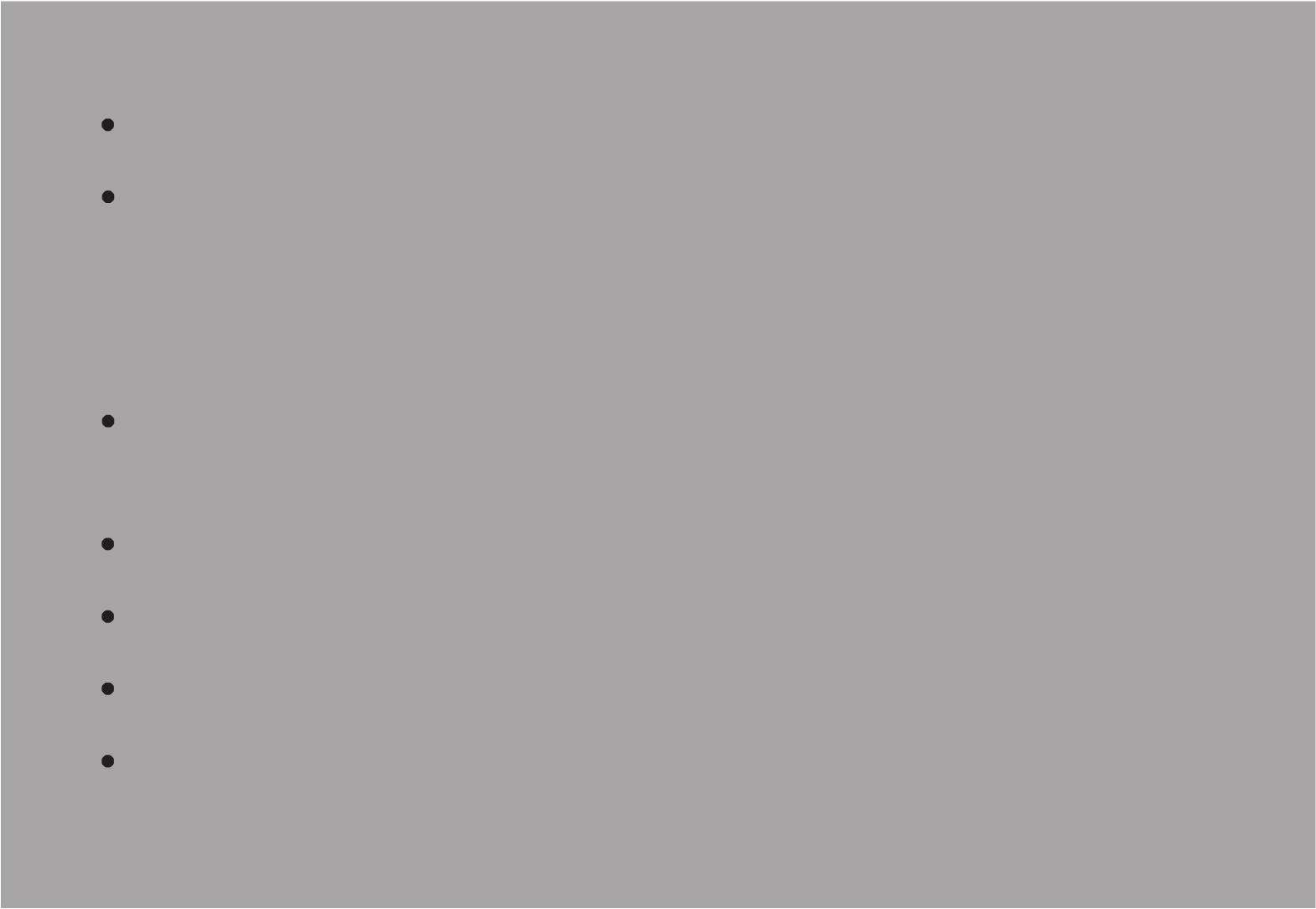
‘Mars Capital’ is a trading name of Mars Capital Finance Ireland DAC. In this document, ‘Mars Capital’ refers to the credit servicing firm, Mars Capital Finance Ireland DAC.

Mars Capital is responsible for all credit servicing activity on your account and will be in contact with you to discuss possible options which may be available to you to address any arrears that might have arisen.

# Small and Medium Enterprises (SME’s)

The Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium-Sized Enterprises) Regulations 2015 (“SME Regulations”) aims to strengthen protections for SMEs while facilitating access to credit, by introducing specific requirements that regulated entities must comply with.

SME Regulation covers the following.



Affectively dealing with, assessing, and managing financial difficulties

Notification to customers and guarantors of when the account first enters into financial difficulty, balance of account, arrears balance, classification of a borrower being “non cooperating” and remaining debt (residual balance) after security on an account has been realised or sold.

Information to be provided to the borrower after the sale of credit facilities.

Complaints and Appeal handling.

Applications for credit and refusing or withdrawing credit facilities. Annual Meetings and Credit Reviews.

Case Management of your credit.

Here is a link to the Regulations on the Central Bank Website SME Regulations CBI.

# If you are in Financial Difficulty, how can Mars Capital Help?

Mars Capital has established a procedure to help you if you experience Financial Difficulty and we will always work with you to try and come to an arrangement appropriate to your particular circumstances and will require your cooperation and commitment to be able to do so. There are 4 steps to follow.

2

# Pre-Arrears and Early Arrears

You should inform Mars Capital if you are at risk of going into arrears as soon as possible or you are in arrears and are worried about going into financial difficulties. We will offer you the option of a credit review to consider your situation. If you accept this offer, we will conduct a full credit review, likewise you can hold an Annual Meeting for the purposes of a Credit Review. We will look at your credit facilities, loan security, income and expenditure and consider your particular circumstances. We will identify what options are available to you in order to address your arrears or financial difficulties and whether our financial difficulties process can be applied to your case.

You may employ a third-party adviser who may accompany you during discussions with Mars Capital whether these discussions are face to face or not.

You could be classified as being in Financial Difficulty if you are in arrears for 3 consecutive months on your loan facility or an alternative payment arrangement (ARA) or following a credit review.

The definition of Financial Difficulty is defined as a situation in which one or more of the following apply to a credit facility agreement or alternative arrangement:

1. the borrower is in arrears under the credit facility agreement or alternative arrangement for 3 consecutive months.
2. where the credit facility agreement is an overdraft facility, the approved limit on the overdraft is exceeded for 90 consecutive days.
3. the regulated entity has, following an assessment carried out in accordance with Regulation 17(2)(b), 17(4)(b) or 35(2)(b), determined that the borrower’s circumstances are such that Regulations 18 to 23 or Regulations 36 to 41 should be applied to the borrower’s case.

# 4 Steps of a Credit Review



**Step 1**



**Step 2 Financial Information**



**Step 3**



**Step 4**

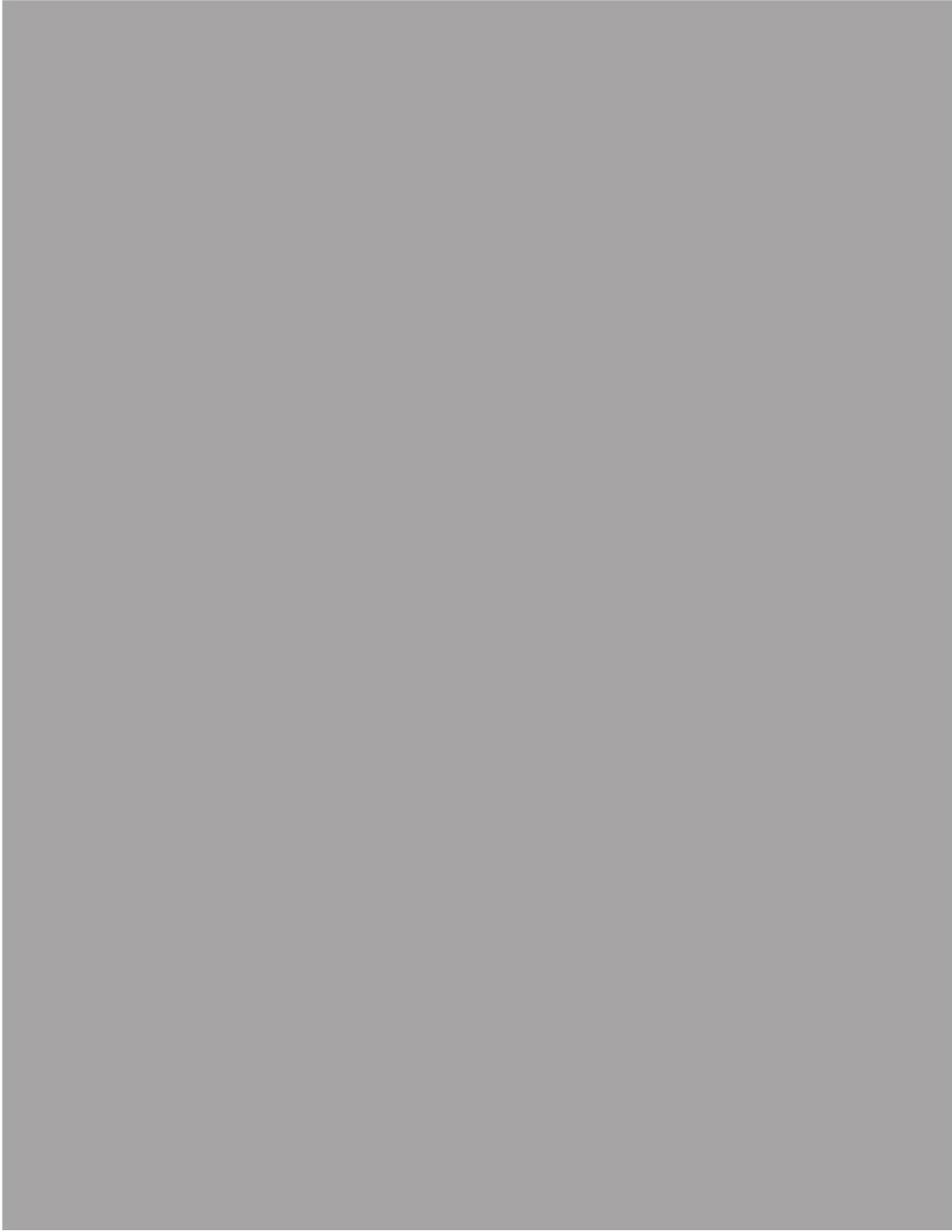






Please do not ignore the problem. Mars Capital has a dedicated **team** available to work with you if you are having repayment difficulties or are worried that repayment problems may arise. Alternatively, if you provide Mars Capital with your written consent, they will deal with a third party named by you to act on your behalf.

It is important for you that you co-operate with Mars Capital during a Credit Review.



Please call LoCall 1800 816 207 or if calling from abroad on +353 1 525 5624.

Select Option 1 for general enquiries

Select Option 2 to speak to a member of our team.

Mars Capital Finance Ireland DAC PO Box 12546

Dublin 2

**Credit Review Meetings** can be held in our office, or one of our agents can visit you.

We are available to take your calls between the following times: Monday to Friday: 9am – 5.30pm (Excluding Bank Holidays)

* When you co-operate with Mars Capital, we will work with you to determine whether any of the alternative repayment arrangements we offer are appropriate to your circumstances.
* If none of our alternative repayment arrangements are suitable, or if you are not willing to take up one of these options offered to you, or if you are classified as not cooperating, we may start legal action to repossess your property/secured assets or appoint a receiver.

If Mars Capital starts legal action, this would mean you could lose your property/asset and it might also have implications if you apply for finance at some future date where your lender requests a credit report from the Central Credit Register.

**Communication with borrowers**

Communication between Mars Capital and you is crucial to achieving the long-term resolution of arrears. Mars Capital is available to discuss any aspect of your loan account in the following ways:



# Communications Policy

Mars Capital has put in place a Communications Policy designed to ensure that all communication with you, whether in writing, face to face or over the phone will be open and transparent. As a result, Mars Capital undertakes that all communications with you will be governed by the following commitments:

# Mars Capital’s commitment to you

If you fall into arrears or believe you may be in financial difficulty,

* We will try to contact you to find a solution that works in the best way for both parties.
* Contact with you will be reasonable
* We will be sensitive to your situation.
* If we need more information from you, we will give you a reasonable amount of time to provide this information.
* We will be honest and open about the resolution options available.
* Offer you a credit review of your circumstances
* Provide a dedicated point of contact and provide you with the relevant contact details of the designated contact person.
* We will write to you regularly to tell you about your current arrear’s situation.
* We will send you an annual statement detailing the transactions on your loan account.
* If we contact you by phone, it will be within our normal working hours unless otherwise agreed with you. Our normal working hours are 9am to 5:30pm, Monday- Friday however from time to time, we may telephone you on a Saturday between 9am to 9pm.

# Your commitment to Mars Capital

It is in your interest to engage with Mars Capital about any arrears or if you are experiencing financial difficulty to make this resolution process work. It is important that you ask us to explain anything you do not understand or are unsure about. We will do our best to explain the situation and, where appropriate, point you to providers of free independent advice.

* We expect you to co-operate and communicate openly
* We expect you to respond to all letters or calls, as we need to discuss your situation with you before any arrangement can be entered.
* Early and regular communication can help you manage your loan account and reduce the risk of losing your property.
* **Warning**: If you do not engage with Mars Capital or provide the requested information you may be deemed as “not co-operating”







# Understanding your finances

Mars Capital aims to work with you to understand your financial situation. Once you make initial contact, or within

* The viability of your business.
* Any links to personal debt of the owners of the borrower who are concerned in its management that impacts on the business of the borrower.
* Any business debt related to property and other investments.
* Your current and future repayment capacity.
* Your previous payment history.
* Whether you have any business debt other than the credit facility in financial difficulty and if so the overall business indebtedness of the borrower.
* The information is provided by you the borrower.

10 business days of you being deemed in Financial Difficulty, we will ask you to complete **an income and expenditure form (I&E)** detailing all of your income and expenditure. It is important that you complete this form fully and honestly as this form provides us with an in- depth picture of your financial situation. It also helps us determine the best options that may be available to you.

You can find a copy of this I&E on our website [www.marscapital.ie.](http://www.marscapital.ie/) We can help you complete the I&E or alternatively you may wish to get independent advice to help you when completing the I&E. For more information, please refer to the useful contacts set out on further on in this booklet.

When your completed I&E and supporting documents are received, a case manager will assess it. If your case manager has any questions or needs more information, we will contact you.

If you fail to complete the I&E fully and honestly and/or fail to provide all the supporting documents we ask you for, you may be classified as ‘not co-operating’.

Under regulations set out by Central bank S.I No 585/2015- Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Lending to Small and Medium Sized Enterprises) Regulations 2015, Mars Capital is required to understand the points in the table as part of any assessment for alternative repayments.



# When is a borrower considered to be ‘not co-operating’?

Mars Capital may consider that you are not co-operating for any of the reasons detailed below:

1. You do not make a full and honest disclosure of information that would have a significant impact on your financial situation.
2. You do not provide information, relevant to your financial situation, within the timeline specified; or
3. A three-month period elapse during which you:
   * Have not entered into an alternative repayment arrangement, and have failed to meet your facility repayments in full, **or** have met your facility repayments in full but have an arrears balance remaining on your loan account; **or**
   * Have entered into an alternative repayment arrangement but have failed to meet in full the repayments as specified in the terms of the alternative repayment arrangement; **and**
   * Failed to contact, or respond to any communications from Mars Capital or a third party acting on our behalf; **or**
   * Have contacted, or responded to, communications from Mars Capital or a third party but have not engaged in such a way that enables us to property complete an assessment of your circumstances; **and**

* You will only be classified as not co-operating after Mars Capital has written to you as required to tell you that you may be classified as not co- operating and after you have failed to carry out the actions which we requested.

# Consequences of not co-operating

Not co-operating with this process has serious consequences - namely:

* We would be unable to offer you an alternative payment arrangement.
* Mars Capital may take legal action for repossession of the property/secured asset immediately after classifying you as not co-operating.
* Where security or an asset is realised (repossessed or sold) you will remain liable for any outstanding debt.

# Fees and Charges:

* Fees or charges may be imposed in certain circumstances, in accordance with the terms and conditions of your credit facility agreement. The circumstances may include your account falling into arrears or you are entering into financial difficulties







Mars Capital understands that your circumstances are unique to you and will differ from other borrowers, so our team will be as flexible as possible in dealing with you.

**A key objective of this policy is to assist borrowers to**

**resolve their financial difficulties.**

Documents for Assessment:

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Fully completed and signed Income & Expenditure

Form.

Management Accounts

Cash Flow Statements

Aged Credit Listing Aged Debtor Listing

Confirmation of Tax Affairs up to date

Any other documents relevant to your circumstances.

Mars Capital will assess your case based on:

* + your particular circumstances, specifically the likely changes in your short-, medium- and long-term circumstances.
  + your overall level of debt.
  + the information provided in your I&E Form and in the supporting documents.
  + your current repayment capacity.
  + your repayment history.

When we have reviewed your details, we will explore the options for alternative repayment arrangements that may be appropriate for your particular circumstances. A decision will be communicated within 15 days of receipt of all information. If for any reason, we cannot complete within this timeframe we will write to advise you of this and the expected resolution date.









# Exploring possible resolution options

The following resolution options are only available after:

* + our team has completed a detailed assessment of your personal financial circumstances; and
  + you meet the strict criteria laid down by Mars Capital and any relevant third party.

Reaching a payment that is sustainable over the long term will benefit both you and Mars Capital.

There are times where selling the property may be the only feasible option.

**Outlined below are the alternative repayment arrangements offered by Mars Capital:** (please note your circumstances will be assessed for suitability of these alternative repayment arrangements or a combination of alternative repayment arrangements)

# Full monthly repayment plus an additional amount

A full monthly repayment plus an additional amount is where our assessment of your Income & Expenditure Form denotes that you have affordability to pay your normal contractual monthly payment plus an additional amount with a view to reducing/clearing your arrears over an agreed period of time.

At the end of this alternative repayment arrangement, we will recalculate your full monthly repayment

amount to the level needed so you can repay your loan in full over its remaining term (excluding arrears).

# Full-capital moratorium (Interest Only)

A full-capital moratorium is an alternative repayment arrangement where you pay only the interest on your loan account for an agreed period of time. At the end of your moratorium your payments will increase. This is because you have not been repaying any of the capital while paying interest only.

For example, if you have 15 years left on your loan account and you pay only the interest for one year, you now have only 14 years left to pay off the remainder of the original sum you borrowed instead of 15 years.

We will recalculate your full monthly repayment amount to the level needed so you can repay your loan in full over its remaining term (excluding arrears).

# Part-capital moratorium

A part-capital moratorium is an alternative repayment arrangement where you pay the interest on your loan account, as well as a reduced amount of capital, for an agreed time.

At the end of your moratorium your repayments will increase. This is because you have not been paying back the full amount of capital originally agreed and must pay back the difference over the remaining term of your loan account.



10



We will recalculate your full monthly repayment amount to the level needed so you can repay your loan account in full over its remaining term (excluding arrears).

# Full-capital and part-interest moratorium

A full-capital and part-interest moratorium is an alternative repayment arrangement where you pay no capital and less than the monthly interest due on your loan account for an agreed time. At the end of your moratorium, your repayments will increase so that you can pay back the missed capital and interest payments over the remaining term of the.

We will recalculate your full monthly repayment amount to the level needed so you can repay your loan account in full over its remaining term.

# Full-capital and interest moratorium

A full-capital and interest moratorium is an alternative repayment arrangement where you make no payment towards your loan account for an agreed period of time. At the end of your moratorium, your repayments will increase so that you can pay back the missed capital and interest payments over the remaining term of the.

We will recalculate your full monthly repayment amount to the level needed so you can repay your loan account in full over its remaining term (excluding arrears).

# Extending your loan account term

If you extend your loan account term, this alternative repayment arrangement means we will increase how long your loan runs for so you can reduce your full monthly repayment amount to a level that you can afford.

Because you are extending the term of your loan over a longer period of time, the total amount of interest that you will pay over the lifetime of your loan account will increase.

# Arrears balance capitalisation

An arrears balance capitalisation is an alternative repayment arrangement that means adding your arrears balance to the principal amount due on your loan account. This means you will repay your arrears over the full remaining term of your loan. Your monthly repayment amount and the total amount of interest that you pay us will increase as a result of capitalisation.

# Changing the type of loan

Mars Capital may consider changing the type of loan account you have. This alternative repayment arrangement will be considered if another type of product might suit you better, for example, changing from a fixed rate to a variable rate product.

# Temporary interest rate reduction

Mars Capital may consider a temporary period reducing the interest rate charged on your account. This offer is subject to an affordability assessment as evidenced by your Income and Expenditure Form that you will be able to meet the revised monthly repayments.

Once the temporary interest rate reduction period has come to an end the interest rate on your account will revert to your original interest rate and we will recalculate your full monthly repayment amount to the level needed so you can repay your loan in full over its remaining term (excluding arrears).

# Consequences of alternative repayment arrangements

If we do offer you an alternative repayment arrangement, we will write to you explaining the full details of this arrangement and the effect it will have on your loan account. This is a major financial decision, which will affect you and your household. It is important that you fully understand the implications of any alternative repayment arrangement offered to you.

Before making such a decision you should obtain independent financial and legal advice. Sources of free and independent advice can be found further on in this guide.

If you do not accept an alternative repayment arrangement offered to you, we will write to you to notify you of other options that may be available to you. Mars Capital will also tell you that legal proceedings may start either three months after the date of issue of the letter or eight months after arrears first arose on your loan account, whichever date is later.

# Other options

|  |  |
| --- | --- |
| **If Mars Capital cannot offer you an alternative repayment arrangement, we will contact you to inform you of the following.**   1. The reason why you have not been offered an alternative payment arrangement, with reference to the specific criteria applied. 2. We will inform you of the next steps we may take. 3. Explain to you your rights to appeal.   **If you decide to decline an offer of an alternative payment arrangement offered to you, we will contact you to inform you of the following.**   1. We will inform you of the next steps we may take. 2. Inform you of your rights to appeal the terms and conditions applying to the offer. |  |
|  | |



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# Voluntary sale

This is where we will allow you an agreed period of time to sell a property within an agreed price range. If the sale of the property does not raise enough money to cover the amount you owe, you are still liable for the shortfall debt (unless otherwise advised in writing by Mars Capital).

# Voluntary surrender

This is where you vacate a property, Mars Capital takes possession of the property, and you enter into a legal agreement with us. You must still repay us any money you owe if the sale of the property does not raise enough to cover all your debt (unless otherwise advised in writing by Mars Capital).

# Confidentiality Agreement

Mars Capital may ask you to sign a confidentiality agreement with us, if you enter into an alternative repayment arrangement or any other option, we offer you. This means that you agree not to disclose the arrangement or certain details of the arrangement without Mars Capital having agreed to such disclosure beforehand.

# Appeals and complaints

You have the right to appeal our decision in relation to any of the following:

* The withdrawal or reduction of your credit facilities.
* A special term or condition required in order to provide you with an Alternative Payment Arrangement.
* Mars Capital have declined to offer you an Alternative Payment Arrangement.
* You have declined to accept an Alternative Payment Arrangement offered to you by Mars Capital.
* Where we have has classified you as not co-operating.

If you decide to make an appeal, you must do so in writing within 25 business days from the date you receive written notification of the decision from our team.

The Appeals board will acknowledge your appeal in writing within 5 working days of it being received and will determine the outcome of your appeal within 15 working days A written decision will be provided within 5 working days of the appeal process. If for any reason the Appeals Board cannot make a decision within 15 working days, they will provide you with the reason why in writing and outline when a final decision will be supplied.

You must send all appeal-related correspondence to:

**Mars Capital, PO Box 12546, Dublin 2.**

If you are unhappy with either our treatment of your case under or consider that we did not act in accordance with your rights, you have the right to make a complaint. Complaints will be dealt with in line with our Complaints Handling Policy.

You can complain to us by writing to: **Complaints Department, Mars Capital, PO Box 12546, Dublin 2.**

Or by phoning us on LoCall 1800 816 207 or +353 1 525 5624, if calling from abroad or by submission via our website; [www.marscapital.ie.](http://www.marscapital.ie/)

We will acknowledge your complaint within five business days of receipt and will keep you updated every 20 business days with the progress of our investigation. A final decision will be issued to you in writing within 40 business days on conclusion of our investigation.

If you are dissatisfied with our final decision, or if we have not sent you our final decision within 40 business days, you have the right to refer the matter to the Financial Services and Pensions Ombudsman by writing to: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.



# Alternative Repayment Arrangements

The alternative repayment arrangements outlined in Step 4 have consequences, which may include an increase in the cost of interest to you over the life of your loan account. Mars Capital will highlight these consequences to you as part of the alternative repayment arrangement offer process.

# Your financial situation

Whatever arrangement we make with you about your repayments, we will continue to monitor your loan account. If, for any reason your circumstances change, and you cannot comply with the terms of your alternative repayment arrangement, it is important that you contact our team immediately by phoning:

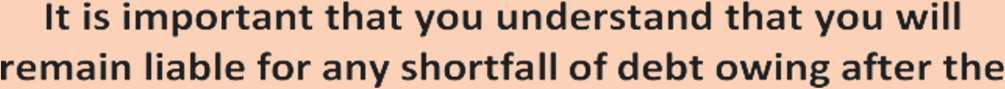
**LoCall 1800 816 207 or if calling from abroad on**

+**353 1 525 5624.**

# Legal action

Where you are not co-operating with Mars Capital as specified under the Code, we are entitled to start legal action to recover the mortgaged property/asset and/or the debt you owe. See above for a definition of customers ‘not cooperating’. Please note that we will only commence legal proceedings to repossess and sell properties as a last resort. If the proceeds we receive from any asset sale do not cover all amounts owed, you will be liable for the outstanding amounts.

# Costs



If we take legal action to repossess the mortgaged property/asset, an approximate indication of the costs is

€10,000. This estimate is merely indicative of the costs of such proceedings and in certain circumstances the costs may substantially exceed this amount.

You may also have to pay:

* counsel’s fees.
* agents’ fees.
* phone costs; and
* postage costs.

If these court proceedings are challenged or if an adjournment is granted, you will have to pay more. You will also be liable for legal costs, if any, which you have incurred in retaining your own legal advisors.



# Outstanding debt

Where Mars Capital initiates legal proceedings, repossesses the property and disposes of it, you will remain liable for the outstanding debt, including any interest, charges, legal, selling, and other related costs where applicable (unless otherwise confirmed in writing).

Please note that we are required to submit personal and credit information to the Central Credit Register to make sure it accurately matches your loans, including loans that you may have with other lenders. This information includes whether you have fallen behind on repayments and will state the number of payments that are ‘past due’, whether a change in loan terms has been agreed – this is called a ‘restructure event’ – and / or where a loan has been settled for less than the full amount owing.

Please note that although the Central Credit Register will not calculate a score or grade for your credit report, the existence of arrears and / or pursuing an alternative repayment arrangement or settlement may affect your ability to obtain further credit from other financial institutions as Lenders may use the information from the Central Credit Register to help with credit assessments. Information will be kept on the Central Credit Register for five years after your loan is repaid in full.





[**www.sfa.ie**](http://www.sfa.ie/)

***Small Firms Association***

[**www.bpfi.ie**](http://www.bpfi.ie/)

***BPFI***

[**www.isme.ie**](http://www.isme.ie/)

***ISME***

[**www.chambers.ie**](http://www.chambers.ie/)

***Chamber of Commerce***

[**www.supportingsmes.gov.ie**](http://www.supportingsmes.gov.ie/)

***Supporting SMEs***

[**www.revenue.ie**](http://www.revenue.ie/)

***Office of Revenue Commissioners***

[**www.enterprise-ireland.com**](http://www.enterprise-ireland.com/)

***Enterprise Ireland***

[**www.isi.gov.ie**](http://www.isi.gov.ie/)

***Insolvency Service of Ireland***

[**www.centralbank.ie**](http://www.centralbank.ie/)

***Central Bank of Ireland***

[**www.citizensinformation.ie**](http://www.citizensinformation.ie/)

***Citizens Information Board***

**Website**

**List of Useful contact**



# Alternative Arrangement

An agreement to discharge the borrower’s debt obligations to the regulated entity which is entered into in order to address arrears or financial difficulties and which is a variation or alternative to the terms and conditions of the credit facility agreement.

# Arrears

A payment or part of a payment due in accordance with a credit facility agreement or alternative arrangement which has not been paid by the borrower by the scheduled due date for payment.

# Borrower

A micro, small or medium-sized enterprise in the State with which, or in respect of which, a regulated entity is carrying out a relevant activity.

# Cash

Money in any form.

# Complaint

An expression of grievance or dissatisfaction by a borrower, either orally or in writing, in connection with the provision of credit or an alternative arrangement or the refusal of a regulated entity to provide credit or an alternative arrangement to a borrower.

# Credit

A deferred payment, cash loan or other similar financial accommodation, including hire purchase, invoice discounting and the letting of goods.

# Credit Facility Agreement

An agreement whereby a regulated entity grants or promises to grant credit to a borrower.

# Credit Servicing

The meaning assigned to it by section 28 of the Central Bank Act 1997 and “credit servicing activities” shall be construed accordingly.

# Durable Medium

Any instrument which enables the borrower to store information addressed to that borrower in a way accessible for future reference and for a period of time adequate for the purpose of the information and allows the unchanged reproduction of the information stored.

# Early Redemption Charge

A sum to be paid by a borrower to a regulated entity in the event that a credit facility agreement or alternative arrangement is repaid early.

# Financial Difficulties

A situation in which one or more of the following

apply to a credit facility agreement or alternative arrangement:

(a) the borrower is in arrears under the credit facility agreement or alternative arrangement for 3 consecutive months

b) where the credit facility agreement is an overdraft facility, the approved limit on the overdraft is exceeded for 90 consecutive days.

1. the regulated entity has, following an assessment carried out in accordance with Regulation 17(2)(b), 17(4)(b) or 35(2)(b), determined that the borrower’s circumstances are such that Regulations 18 to 23 or Regulations 36 to 41 should be applied to the borrower’s case.

# Guarantee

A contract by which a person becomes bound to the regulated entity for the fulfilment of a promise or engagement or other duty of a borrower.

# Medium Sized Enterprise

A micro, small and medium-sized enterprise that is not a micro and small enterprise within the meaning of the Commission Recommendations 2003/361/EC.



# Micro and Small Enterprise

An enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding €50 million and an annual balance sheet total not exceeding €43 million.

# Not Co-Operating

A situation in which—

* 1. the borrower has failed to make a full and truthful disclosure to the regulated entity of the information required by the regulated entity to assess the borrower’s financial situation, within the timeframe specified by the regulated entity,
  2. the warning letter, required in accordance with Regulation 20(8), has been issued to the borrower, and
  3. the borrower has not carried out the action or actions within the timeframes specified in the letter referred to in subparagraph (b)

# Regulated Entity

A regulated financial service provider carrying out relevant activities

# Relevant Activities

The meaning assigned to it in Regulation 3(1)

# Security

Assets, undertakings, indemnities, guarantees or charges over assets offered to a regulated entity to secure a credit facility agreement.

# Special Term or Condition

A term or condition that does not form part of the regulated entity’s standard terms and conditions.

# Total Cost of Credit to the Borrower

all the costs that the borrower is required to pay in connection with the credit facility agreement and that are known to the regulated entity concerned, including—

1. interest, commissions, taxes and any other kind of fees, and
2. where the conclusion of a service contract is compulsory to obtain the credit or to obtain it on the terms and conditions marketed, costs in respect of ancillary services relating to the credit facility agreement (in particular, insurance premiums)



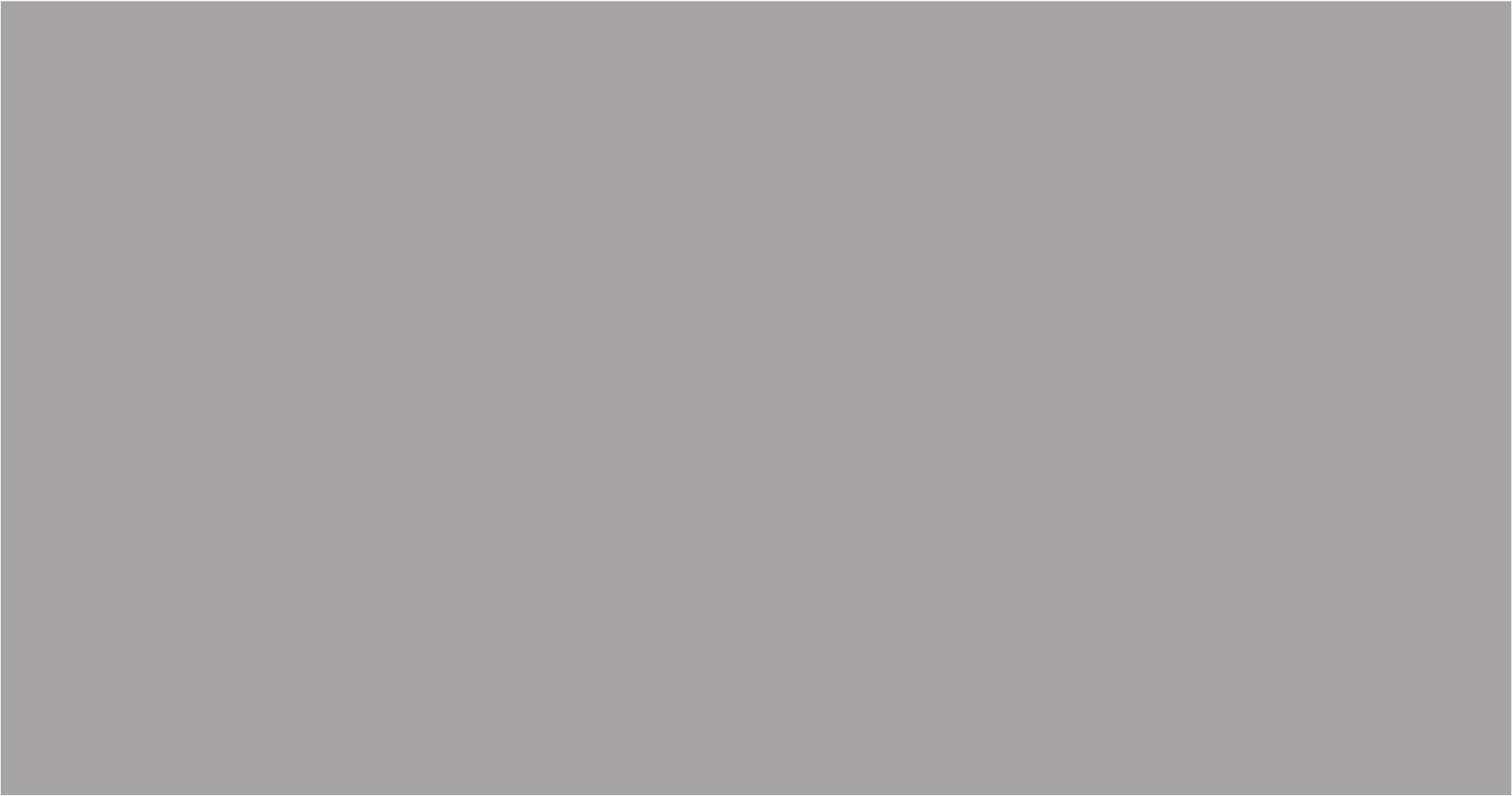
# Impact of financial difficulties on your credit rating:

We may share information about the performance of your credit facilities account with the Irish Credit Bureau (ICB) or other credit reference agency or credit register, where permitted by contract or required by law. This includes the Central Credit Register which was established by the Central Bank of Ireland in accordance with the Credit Reporting Act 2013.

Your credit rating may be negatively affected if you miss scheduled payments or make payments late.

# Fees and Charges:

Fees or charges may be imposed in certain circumstances, in accordance with the terms and conditions of your credit facility agreement. The circumstances may include your account falling into arrears or you are entering into financial difficulties.



# Notes:



**Mars Capital Finance Ireland DAC PO Box 12546**

**Dublin 2**

# Phone:

Please call LoCall **1800 816 207**

or if calling from abroad on **+353 1 525 5624**

Website: [www.marscapital.ie](http://www.marscapital.ie/)

April 2024 23