

TERMS AND CONDITIONS

OF IBEC CLG's MEMBERSHIP PROGRAMME

1. Definitions

Capitalised terms herein shall have the meanings given to them in Clause 19.

2. Parties

These Terms and Conditions govern the relationship between the CLG and the Persons who are Members of the Membership Programme within the meaning of Clause 3.2.

3. Membership

3.1 Applicants for first-time Membership of the CLG's Membership Programme shall apply using such form as is from time to time prescribed by the CLG for that purpose and shall supply the CLG with such information as it requests. The criteria for Membership may be prescribed by the CLG from time to time and both the admission of applicants to first-time Membership and the annual renewal of Membership are at the CLG's sole discretion. Membership renewals shall be by invitation and shall be subject to the prevailing Terms and Conditions.

3.2 A Person shall be a Member of the CLG's Membership Programme where such Person:

(a) has applied to become a Member and such application has been accepted by the CLG, or accepts an invitation to renew membership on the then current Terms and Conditions; and

(b) has paid the annual Membership Subscription invoiced by the CLG ("**Member**").

3.3 For the avoidance of doubt, a Member of the Membership Programme is not hereby constituted as a member of either (a) the CLG within the meaning of section 168 (as applied to the CLG by section 1173(1)) of the Companies Act 2014; or (b) the Confederation under its Rules; this is however without prejudice to the fact that a Member of the Membership Programme may also be a member of either the CLG or of the Confederation or of both.

4. Performance

The CLG shall provide the representation and advocacy described in Clause 9 of these Terms and Conditions to Members and, where agreed, the additional services described in Clause 10.1 in accordance with these Terms and Conditions. The CLG shall use reasonable efforts to meet any stated dates for performance and deliver to the Members in all material respects. However, the CLG shall not be liable (in contract, negligence or otherwise) for any loss or damage resulting from its failure to do so, howsoever caused.

5. Terms and Conditions Binding on Members

5.1 These Terms and Conditions are binding on all Members and Membership of the Membership Programme is conditional upon the acceptance of these Terms and Conditions. The CLG may amend these Terms and Conditions from time to time, and at any time and each Member shall be bound by such amended Terms and Conditions once they are displayed on the Ibec website. Without prejudice, the CLG shall endeavour to send a copy of (or a link to) the prevailing Terms and Conditions to applicants for Membership on their application and to Members wishing to renew their Membership in their renewal application.

5.2 All Persons who pay a Membership Subscription to the CLG in accordance with these Terms and Conditions are deemed to have accepted the prevailing Terms and Conditions which shall be, in the case of Persons who are members of the Confederation, in addition to the provisions contained in its Rules which bind its members and shall be, in the case of persons who are members of the CLG within the meaning of section 168 of the Companies Act 2014, in addition to the provisions contained in its constitution which bind its members. In the case of all other Persons who are Members of the CLG's Membership Programme under these Terms and Conditions but not members of the Confederation or members of the CLG, these Terms and Conditions shall constitute the whole of the agreement between such persons and the CLG. In agreeing to be bound by these Terms and Conditions, Members of the CLG's Membership Programme who are not members of the Confederation or members of the CLG hereby acknowledge and confirm their agreement that they are not members of the CLG or of the Confederation.

6. Term and Commencement of Membership

6.1 Subject to Clause 6.2, Membership of the Membership Programme shall commence on the date of receipt of payment of the Membership Subscription in full.

6.2 If the CLG agrees to accept payment of the Membership Subscription by regular direct debit payments pursuant to Clause 8.2, Membership shall commence on receipt of the first of these payments.

6.3 Subject to Clause 6.2, where the CLG invites a Member to renew its Membership, Membership will renew from 1 January for a period of 12 months ending on 31 December but will be subject to the Member paying the Membership Subscription notified to that Member at the time or times agreed with the Member by the CLG.

6.4 Where Membership is renewed on 1 January but the Membership Subscription has not been paid by 31 March, the CLG may at its discretion suspend or terminate Membership.

6.5 Each Member's term of Membership shall end on 31 December in each year.

7. Calculation of Membership Subscription Fees

7.1 In each year, the Membership Subscription shall be the amount specified in the Invoice or in some cases, Invoices issued in that year to a Member.

8. Payment for Services

8.1 Unless the CLG decides not to offer to renew a Member's Membership it will notify the Member or prospective Member by email of the amount due in respect of the following calendar year. Membership Subscriptions will be calculated on the basis of 12 months' Membership and in accordance with Clause 7 above.

8.2 The Member may only pay the Membership fee in instalments over regular intervals if such an arrangement is agreed in writing or by email with the CLG. If the Member or applicant for Membership wishes to pay by regular direct debit payments, it shall send an email to accounts@ibec.ie within 15 days of the date of the Invoice, requesting such option.

8.3 The CLG reserves the right to charge a fee to any Member, in addition to the Membership Subscription, where it considers, in its reasonable opinion, that there is excessive usage of the services described in Clauses 9 and 10.1 by that Member. Any Member so invoiced by the CLG shall discharge that fee forthwith.

- 8.4 All fees and charges are quoted exclusive of VAT unless otherwise specified and which, if applicable, shall be paid by the Member.
- 8.5 The CLG will invoice Members by email each December. A hard copy invoice is available on request.
- 8.6 The method of payment of the Membership Subscription and any other fee charged under Clause 8.3 or expenses raised under Clause 8.8 shall be by:
- (a) Cheque sent to the following address: Accounts Receivable, 84 Lower Baggot Street, Dublin 2;
 - (b) Electronic transfer to the following account: Ibec No 1 Account, Bank of Ireland, 2 College Green, Dublin 2, Account Number 10025922, Sort Code 900017, Iban IE 97BOFI 900017 10025922;
 - (c) Bank draft; or
 - (d) Credit card payment.
- 8.7 All Membership Subscriptions and any other sums due which are not paid on the due date shall incur interest, from the due date for payment until payment, calculated daily and compounded monthly, at the rate equal to 8% per annum above the European Central Bank base rate, in line with the European Communities (Late Payment in Commercial Transactions) Regulations 2012. Interest will be payable both before and after judgment.
- 8.8 If the CLG, its contractors or any other persons carrying out services on behalf of the CLG are required to discharge out-of-pocket expenses in delivering Membership services then those additional expenses will be charged to Members.
9. **Representation and Advocacy of Members' Business Interests**
- 9.1 The CLG will use reasonable endeavours to represent the interests of the Members and advocate for those interests, generally, in the promotion of their business objectives. No liability shall attach to the CLG for such representation or for any policy position adopted by the CLG. The CLG provides briefings, guides, information, blogs, website, podcasts, webinars, surveys, guidance notes and newsletters as part of various services provided to Members. The CLG will use reasonable endeavours to ensure that the information contained in these publications is accurate at the time of publication, but the CLG does not provide any guarantee or warranty to that effect.
- 9.2 On admission to Membership of the Membership Programme, Members will be assigned to one or more Trade Associations and may apply to be added to or removed from such Trade Associations in the event of changes in the Member's business interests. The Trade Associations may have constitutions to make provision for their internal governance. Membership of a Trade Association is strictly conditional upon a Member being a Member of the Membership Programme within the meaning of these Terms and Conditions and cessation of Membership of the Membership Programme, for any reason, will result in the automatic termination of membership of any Trade Association to which that Member belongs. These Terms and Conditions take precedence over all and any provisions contained in any constitutions, rules, terms of reference or other objects or articles of association (whatsoever called) adopted by any and all Trade Associations.
- 9.3 Where it is determined that no Trade Association is suited to a Member's interests, such Member will be assigned to Ibec Networks.

10. **Additional Services**

- 10.1 Additional services provided by the CLG which are not included in the annual Membership Subscription and which must be purchased separately include, but are not limited to, the following:
- (a) Funding of a sectoral campaign, report or initiative;
 - (b) Participation in an Ibec event or training course;
 - (c) Subscription to the Ibec KeepWell wellbeing accreditation;
 - (d) Access to Ibec Academy public training;
 - (e) Access to Ibec Academy customised training;
 - (f) Access to Ibec and/or Trade Association conferences;
 - (g) Access to Ibec and/or Trade Association networking events;.
 - (h) Access, through the CLG, to European associations;
 - (i) Access to category associations;
 - (j) Access to commercial services; and
 - (k) Access to EHS hub.
- 10.2 Payment for additional services will be made to the CLG in accordance with the amounts specified in the invoice issued to the Member availing of such services by the CLG.
- 10.3 The services described in Clause 9 and the additional services described in Clause 10.1 are provided to Members only, and not for any external or third party whether connected or not to a Member. The CLG will not be obliged to provide services to any third party nor will the CLG accept any liability or duty of care to any third party whatsoever. It is a condition of Membership that Members do not forward Membership material to non-Members. Failure to honour this condition will be grounds for termination of Membership. Membership is not transferable or assignable to any third party.
- 10.4 The CLG will provide the services described in Clause 9 and the additional services described in Clause 10.1 with reasonable skill and care. Unless expressly agreed in writing, no further conditions, warranties or representations are given by the CLG in relation to the services and any such terms are excluded to the fullest extent permitted by law. In order to enable the CLG to provide Membership services, the Member hereby agrees that together with its employees and agents, it will at all times: (a) provide the CLG with complete, accurate and timely information, data and documents which may be reasonably requested by the CLG from time to time; and (b) co-operate fully with the CLG in the provision of the services and permit the CLG to provide the services free of obstruction and interference. Where the Member provides the CLG with any material, it warrants that such material will not infringe any intellectual property rights or any other rights of any third party. The CLG reserves the right to amend, withdraw or add any service provided under these Terms and Conditions, including without limitation the provisions of any third-party services provided under Clause 10.6, and such amendment shall not give rise to any liability for refund of any Membership Subscription fees paid.
- 10.5 The CLG may from time to time engage third-party product or service providers to provide other services and products for Members. These may be offered through individual Trade

Associations. The CLG shall be entitled to take commission on any third-party product or service providers so engaged in relation to products or services sold to its Members.

- 10.6 If a Member decides to purchase a product or service offered by a third-party product or service provider then the agreement for the provision of that product or service will be between the Member and such provider only and the CLG does not act as an agent for such provider. Membership of the CLG does not guarantee that any such providers will accept an application from a Member for the provision of a product or service. The CLG offers no guarantee or assurance that the product or service will be suitable for the Member's requirements or that it will be delivered as agreed, and the CLG shall have no liability whatsoever for any failure or default on the part of the provider. The CLG will not be liable for termination of access to any product or service where it is withheld following the termination of Membership.
- 10.7 The CLG shall be entitled to subcontract, delegate or assign the provision of any services or any of their rights or duties under these terms. The CLG shall have discretion as to which of its employees or self-employed agents, contractors or associates are assigned to perform the services.

11. **The CLG's Liability to Members**

- 11.1 The CLG will not be liable to Members, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for: (a) loss of profits; (b) loss of business; (c) depletion of reputation, goodwill or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; or (i) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, whether caused by the CLG's negligence, the negligence of its employees or agents or otherwise.
- 11.2 The CLG's aggregate liability including the liability of its agents, subcontractors and employees whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for all claims in respect of any services provided to a Member by the CLG or otherwise arising under or in connection with these Terms and Conditions shall be limited to the lesser of: (a) the annual Membership Subscription payable by the Member; or (b) €10,000. Nothing in these terms will limit or exclude the CLG's liability for death or personal injury arising as a result of the CLG's negligence. Whilst every reasonable effort is made to ensure the accuracy of any materials provided by the CLG, the CLG does not accept liability for errors and omissions within such materials.

12. **Data Protection**

- 12.1 The CLG and the Member act as separate independent controllers in respect of personal data that is processed pursuant to these Terms and Conditions.
- 12.2 The Parties agree that they shall each comply with the obligations of a controller under Data Protection Law.
- 12.3 Each of the Parties agree that their processing of personal data pursuant to these Terms and Conditions will be in accordance with Data Protection Law. The CLG's processing activities will be in accordance with the CLG's Privacy Statement, as available on <https://www.ibec.ie>.
- 12.4 The Member agrees that it shall have a lawful basis to disclose personal data to the CLG.
- 12.5 The Member agrees to promptly inform the CLG of any changes to contact details provided to the CLG. Contact details must be corporate or business contact details and not personal contact details.

- 12.6 The Parties agree that they will notify the other Party promptly upon becoming aware of any data subject request or complaint or any correspondence or action by any data protection authority in respect of personal data processed pursuant to these Terms and Conditions, and shall provide that Party with such cooperation and assistance as may reasonably be required for that Party to comply with its obligations under Data Protection Law in respect of any such request, complaint, correspondence or action.
- 12.7 The Parties agree that if they become aware of a personal data breach (as defined in the GDPR) affecting the personal data processed pursuant to these Terms and Conditions, it will notify the other Party without undue delay and fully cooperate in an expeditious manner to allow remediation of the personal data breach as soon as reasonably practicable and to assist with any notification obligations in respect of data subjects and data protection authorities.

13. **Termination of Membership**

- 13.1 The CLG may terminate a Member's Membership upon notice in writing if:
- (a) The Member is in breach of any obligation contained in these Terms and Conditions, which is not remedied (if the same is capable of being remedied) within 30 days of written notice being given by the CLG to the Member; or
 - (b) The Member's conduct is, in the opinion of the CLG, such as to bring the CLG or the Confederation into disrepute; or
 - (c) The Member suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or a voluntary arrangement is approved, or a bankruptcy occurs (in the case of an individual), or a receiver or examiner is appointed over any of the Member's assets, or an undertaking or a resolution or petition to wind up the Member is passed or presented (other than for the purposes of amalgamation or reconstruction), or any analogous procedure occurs in the country of incorporation of the Member, or any circumstances arise which entitle a Court or a creditor to appoint a receiver or examiner or to present a winding-up petition or make a winding-up order in respect of the Member (in the case of a company).
- 13.2 Any termination of these Terms and Conditions (howsoever arising) shall not affect any accrued rights or liabilities of either the CLG or the Member nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination. Membership can be cancelled by the Member by written notice to the CLG mailed to: Ibec Company Limited by Guarantee, Confederation House, 84/86 Baggot Street, Dublin 2, D02 H720, or by emailing such notice to: accounts@ibec.ie.
- 13.3 Where Membership is terminated by either Party, Membership Subscriptions paid for the current Membership year are non-refundable. Where the Member has not paid, or only partly paid its annual Membership Subscription, it shall be liable upon termination by either Party to pay the remaining amount in accordance with the payment options set out in Clause 8.

14. **Intellectual Property**

- 14.1 All intellectual property rights of any nature (including copyright) created or provided by the CLG or its employees or agents, or by any Trade Association shall be and remain the property of the CLG, and any such materials shall be licensed and distributed to Members for their internal use only.

14.2 Except as expressly stated otherwise, these Terms and Conditions do not grant Members any rights to, or in, any intellectual property rights (whether registered or unregistered) owned or licensed by the CLG.

15. Confidentiality

15.1 Confidentiality of advices given to individual Members is important to the CLG and Members are required to maintain that confidentiality as a condition of Membership. Members will not, without the prior written consent of the CLG, use, copy, adapt, alter or part with possession of any information to any third party and/or advices provided to it by reason of their Membership of the CLG which is disclosed or otherwise comes into possession under or in relation to their Membership and which is of a confidential or proprietary nature.

15.2 This obligation will not apply to information which the Member can show was in its possession at the date it was received or obtained or which the Member obtains from some other person entitled to it or which is in or comes into the public domain otherwise than through the default or negligence of the Member or which is independently developed by or for the Member. Each Party agrees with the other not to divulge or allow to be divulged any confidential information about its Members and employers generally, provided that the CLG shall obtain the Member's consent before publishing any Member's name, or information which allows the Member to be specifically identified.

16. Notices

16.1 Any notice or other communication required to be given to a Party under or in connection with these Terms and Conditions shall be in writing and, save as otherwise specified in these Terms and Conditions, shall be delivered by email only to the address set out below: (a) in the case of the Member, to the email address of the main contact as provided on the Membership application form; (b) in the case of the CLG, to info@ibec.ie.

16.2 Any notice or communication shall be deemed to have been received the first working day after the time of transmission. The Member shall promptly notify the CLG of any change to the Member's email address for notice.

17. General

Each of the Parties warrants its authority to enter into these Terms and Conditions as has obtained all necessary approvals to do so. These Terms and Conditions constitute the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about these Terms and Conditions was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto. Neither Party shall be liable to the other or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations in relation to these terms, if the delay or failure was due to any cause beyond their reasonable control such as severe weather, a natural disaster, strikes, governmental action, terrorism, war and civil unrest. The Parties agree that these terms are fair and reasonable in all circumstances. However, if any provision of these terms is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect. Both Parties agree that these terms shall not be enforceable by any person who is not Party to these Terms and Conditions. No failure or delay by a Party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of

such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. **Governing law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of Ireland and the Parties shall submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with these Terms and Conditions.

19. **Definitions**

“**CLG**” means Ibec Company Limited by Guarantee;

“**Confederation**” means the Irish Business and Employers Confederation registered with the Registrar of Friendly Societies with registered no. 454T;

“**Data Protection Law**” means the Data Protection Acts 1988 – 2018 and the GDPR;

“**GDPR**” means Regulation (EU) No 2016/679 (the General Data Protection Regulation);

“**Ibec Networks**” means the support service to facilitate and promote various business networks for Members;

“**Invoice**” means the invoice issued by the CLG to each Member in respect of the annual Membership Subscription;

“**Member**” means a Person within the meaning of Clause 3.2;

“**Membership**” means the status of being a Member within the meaning of Clause 3.2 of these Terms and Conditions;

“**Membership Programme**” means the programme whereby the Member, in return for the Membership Subscription and any additional fees (if applicable), receives the services and benefits described in Clause 9 and Clause 10.1 (if applicable) from the CLG;

“**Membership Subscription**” means the subscription fee paid or to be paid by a Member or prospective Member to the CLG in respect of its Membership;

“**Parties**” means the Member and the CLG and “**Party**” shall refer to each of them;

“**Person**” means an individual, firm, company or other body corporate, association or partnership, or any joint venture association or partnership (whether or not having a separate legal personality);

“**Rules**” mean the Rules (as defined therein) of the Confederation;

“**Terms and Conditions**” means the terms and conditions contained in Clauses 1-19 herein;

“**Trade Associations**” mean the industry representational groupings established by the Confederation or the CLG as the case may be.

November 2023